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The Solicitors' Journal and Reporter.

LONDON, DECEMBER 31, 1887.

CURRENT TOPICS.

WE BELIEVE that inquiries are being made as to the possibility of publishing with the daily cause lists the appointments before the official referees, together with those before the Queen's Bench masters.

IT IS PROPOSED to introduce a much-needed simplification and curtailment of recitals in Divisional Court orders. It is difficult to see why the recitals which practice has shewn to be sufficient in the case of an order made by a judge in chambers, should prove insufficient because the order is made by two judges sitting in court.

WITH REGARD to the correspondence which recently appeared in our columns relating to the clerks at the entering seat in the chancery registrars' office, we understand that the matters referred to have engaged the attention of the authorities, and that the causes for complaint are likely to cease.

IN PURSUANCE of a resolution, passed in 1881, to the effect that general meetings of the members of the Incorporated Law Society should be held in January and April, a special general meeting will be held on Friday, the 27th of January. Members who may have resolutions to move should give notice to the secretary on or before the 6th of January.

COMPLAINTS have frequently been made that the cause lists for an approaching sitting of the courts are not issued until a very short time before the first day of the sittings, sometimes less than twenty-four hours. The delay is understood to be caused by the desire of the officials to keep the lists open till the latest possible moment; the result being that the printers have barely sufficient time in which to do their work. It would be no very difficult matter to arrange that only actions set down up to a given day should appear in the first printed list, and that, if necessary, a supplemental list should be published. By some such arrangement the cause lists might be published four or five days before the commencement of the sittings, and those interested in cases coming on early for hearing would have more time to make preparations.

THE PUBLIC GROWLS about the new circuit arrangements have been commenced by a member of the Oxford Circuit. That circuit certainly seems to be singularly treated in the scheme which we reprint from the *Times*. At the last Winter Assizes thirty-two days were allotted for the business from the commission day at Reading to the commission day at Stafford; in the new scheme twenty-eight days only are allowed. At several of the places, if the critic is correctly informed, the time allotted is inadequate even for the criminal business already known to exist. At Oxford, he says, there is even now work enough in the calendar for nearly two days, yet but one solitary day is allowed for everything. Hereford, likewise, is restricted to a single day, which can scarcely

suffice for one heavy case now awaiting trial—a murder, with forty witnesses. At Shrewsbury but a couple of days are proposed for two murders, among other prosecutions, and heavy work at *Nisi Prius*; while at Stafford, with the heaviest calendar on the circuit, and always supplying ample occupation for nine or ten days, it is suggested that, notwithstanding the longer interval now created, the business may be squeezed into three days. On the other hand, we observe that on the South-Eastern Circuit a considerably longer period is allowed than at the last Winter Assizes. It may be hoped that when the judges come to finally fix the commission days at the commencement of the Hilary Sittings the projected arrangements will be carefully revised. It will be very unfortunate if the new scheme should break down at the very outset.

THE ACTS OF PARLIAMENT which come into operation with the new year, if less numerous than usual, are likely to affect the interests of an unusually large class of the population. The Coal Mines Regulation Act, 1887, the longest measure passed last session, carries out the recommendations of the Royal Commission which reported in 1885. It not only consolidates the previous Acts on the subject, but also introduces numerous amendments mainly directed towards securing the safety of miners, but also providing for the amendment of the procedure in arbitrations and in summary proceedings before magistrates in case of offences under the Act. It is to be noted that the Act (section 62 (ii.)) enables a person charged with such an offence, if he thinks fit, to be sworn and examined as an ordinary witness; and it disqualifies from sitting as justices on the hearing of a charge under the Act, not only the father, son, or brother of an owner, agent, or manager of any mine (who were disqualified by the Act of 1872), but also the father-in-law, son-in-law, or brother-in-law of such owner, agent, or manager. The uncles and cousins necessary to complete the Gilbertian list may possibly be added by subsequent legislation. The Allotments and Cottage Garden Compensation for Crops Act, 1887 (which must be distinguished from the "Allotments Act" of the same session) is a new Agricultural Holdings Act in miniature, applicable only to holdings "of not more than two acres in extent held by a tenant under a landlord and cultivated as a garden or a farm, or partly as a garden and partly as a farm," or attached to a cottage. After next Sunday, cottagers and other tenants of such holdings will be entitled, notwithstanding any agreement to the contrary, on the determination of their tenancies, to compensation for crops, and for labour and manure applied since the taking of the last crop; and for fruit trees planted, and drains and outbuildings erected, with the written consent of the landlord. The Deeds of Arrangement Act, 1887, provides for the registration, similarly to bills of sale, of the private arrangements between debtors and creditors which have become so frequent since the last Bankruptcy Act. And lastly, the Margarine Act, 1887, is intended to secure that what is sold as butter shall be butter properly so called, and that no substance prepared in imitation of butter shall be lawfully sold except under the name of margarine, and subject to the severe restrictions imposed by the Act.

THE MARRIED WOMEN'S Property Act, 1882, promises in course of time to rival the Statute of Frauds in the multiplicity of the questions occurring upon its provisions. The latest arose in a case of *Beckett v. Tasker*, reported in last week's issue of the WEEKLY REPORTER (36 W. R. 158). Under section 1 (4) every contract entered into by a married woman with respect to and to bind her separate property shall bind, not only the separate property which she is possessed of or entitled to at the date of the contract, but also all the separate property which she may thereafter acquire. One of the questions in the recent case was whether property which, during the coverture, was separate property subject to a restraint on anticipation, became on the death of the husband separate property acquired after the date of the contract within the above mentioned provision. The court said no; the provision relates only to property which a married woman may acquire, not to property which a widow may acquire. In *Roberts v. Watkins* (46 L. J. Q. B. 552) it was held, before the recent Act, that property to which a married woman became entitled in a similar manner after her husband's death was not liable to be applied

in satisfaction of general engagements entered into by her with respect to her separate property during her husband's lifetime. It appears that this rule is not altered by the recent Act. The decision in the recent case might, we think, have been rested on the ground that section 1 (4) applies only where the married woman has some available separate property at the time of the contract (*Re Shakespear, Deakin v. Lakin*, 33 W. R. 744, 30 Ch. D. 169). Mr. Justice WILLS also held that this provision applies only to property the title to which accrued after the commencement of the Act, and both the learned judges (DAY and WILLS, JJ.) held that section 19, which provides that no settlement "shall have any greater force or validity against creditors of such woman than a like settlement made by a man would have against his creditors," relates only to settlements made after the commencement of the Act.

WE PRESUME that the effect of Mr. Justice O'HAGAN's dissent from the sweeping order for the reduction of judicial rents issued by the Irish Land Commission under section 29 of the Land Law (Ireland) Act, 1887, has been duly considered, but we confess it does not seem to us to be quite free from doubt. The order recently published in the *Dublin Gazette* is signed only by two of the commissioners, and the judicial commissioner states that he is unable to concur with his colleagues in signing the order. Under the Act of 1881 the Commission is a body corporate, and it is provided by section 44 of that Act that "any power or act by this Act vested in or authorized to be done by the Land Commission, except the power of hearing appeals, may be exercised and done by any one member of the Land Commission." But there appears to be no similar provision in the Act of 1887, and no express provision for the exercise by a majority of the commissioners of the powers conferred by this latter Act. Section 29 provides that "the Land Commission . . . shall without application determine . . . what alteration, if any, ought equitably to be made in the judicial rents." Does this mean that a majority of the Land Commission shall determine the alteration in rents? No doubt in corporations aggregate the act of the major part is esteemed the act of the whole (*Bro. Abr. tit. Corporations*). But does this apply to the exercise of special semi-judicial functions of this kind conferred by statute?

THE DIFFICULTY of obtaining access to the Royal Courts has lately engaged the attention of the public, and there is some ground for the complaints made that the carriage approach from the west and north is tortuous and leads through an unsavoury neighbourhood. Many years ago a plan was devised which comprised three fresh modes of approach. The one most useful to dwellers in the west projected a street, sixty feet wide, running from the end of Carey-street in a north-westerly direction and striking Drury-lane at the end of Russell-street, Covent-garden. The next contemplated the widening of Great Turnstile, making it a carriage-way and so giving an approach direct from the North. The third approach was to be obtained by a prolongation of Carey-street in an easterly direction across Chancery-lane, along the north side of the Public Record Office, and so down to Farringdon-street. King's College Hospital is now partly on the site intended for the street from the West, and the immediate necessity for the prolongation of Carey-street eastward is partly met by the opening of Bream's-buildings into Fetter-lane. But Great Turnstile is in the same condition as it was in when the plan to widen it was projected. We have been unable to trace the source or date of this plan, but it was probably drawn before the year 1855, and certainly with a view to the "New Law Courts" being built on the site subsequently selected. If the project ever went beyond the drawing of a plan, it has clearly been long ago abandoned, but the demand for better access to the Royal Courts both from the west and the north is even now capable of being met by continuing Carey-street westward, and by widening Great Turnstile.

"A Lawyer," writing to the *Times* on the access to the Royal Courts of Justice, says:—"If one of our judges wishes to walk by the shortest route to the entrance of his court in Carey-street he must thread his way through a ruinous and dirty district. If he drives he must come all the way round by Chancery-lane. A very easy junction could be made from the Strand, connecting Newcastle-street with Carey-street. There is scarcely any property to be bought; the difficulty lies in the complicated government of London and of our national property."

THE CHANGES IN THE CENTRAL OFFICE.

WITH the New Year the changes in the organization of the Central Office of the Supreme Court will come into operation, and the concentration of the duties of the staff, and consequent reduction in its numbers, will give effect to the recommendations of the committee which recently reported on this office.

As affecting the profession, the principal change takes place in the "Writ, Appearance, and Judgment Department." Hitherto its duties, which are sufficiently indicated by the name, have been conducted in six rooms, each taking a division of the alphabet, and carrying on and recording the entire departmental procedure, from the issue of the writ of summons to execution, within its own alphabetical division. Under the new system this department will be composed of two divisions of three rooms each; the one division taking all actions from A to K, the other one those from L to Z.

The work in each of these two divisions will be performed as follows (for brevity one division only is taken, as the work will be identical in each):—In the first room all process prior to judgment (except entry of and searches for appearances) will be dealt with—viz., the issue of writs of summons, of originating summonses (Chancery), the ballot for assignment to a judge, the issue of subpoenas, the filing of pleadings in default of appearance, and amendments, &c., in any of the foregoing. In the second (middle) room all appearances will be received at an opening into this room, to which access is had through the first room; and all appearances will be searched at a similar opening into this second room, to which access is had through the third (or judgment) room hereafter mentioned.

To secure accuracy in the entry of and search for appearances, they will be entered as received in the cause-books; and, as regards searches for appearance, reference will be made by the clerk to the cause-book and to the place of receipt, and if no appearance is entered the entry in the cause-book will be marked "Searched," and the search *præcipe* returned to the solicitor marked "No appearance."

On an appearance being tendered, the clerk will refer to the cause-book, and if the entry is marked "Searched" he will refer to the judgment room before accepting such appearance. If judgment is not signed he will leave the memorandum of appearance with the clerk in the judgment room, and afterwards enter the appearance from the duplicate, and return the duplicate (sealed) to the solicitor entering the appearance. All appearances will be marked with the time of entry.

All entries will be made, and all cause-books kept, in the middle room, where also the head clerk of each division will attend to initial "fiats," to amend writs before service, to settle departmental points of practice, and, in case of desire to appeal from his decision, to write the grounds thereof on the document objected to for the practice master's decision; and generally to control the work and secure regularity of attendance by the staff comprising his division.

In the third room all judgments will be signed and executions issued; costs entered on judgments and *allocaturs* filed; memoranda of service of judgments and orders entered and certificates of the same given; and generally any duties that are not allotted to the other two rooms will be performed in this room. All appearances will be searched on application to the opening situate in this room and leading from it into the middle room, as stated above in describing the duties of the middle room.

The rooms occupied by this department are the same it has hitherto occupied, the only change being in their internal construction, and in the nature of the work performed in them.

Except as to concentration, the work of the "Chamber Summons and Order Department" will remain unaltered. This department, hitherto occupying three rooms (Nos. 90, 91, 93), will now occupy two—room 90 taking the alphabetical division A to K, and room 88 taking L to Z.

With regard to masters' summonses, as lists have to be kept for three masters (A to F, G to N, and O to Z), the list for the master A to F will be kept in the room taking A to K orders (No. 90); and the lists for the masters G to N and O to Z will be kept in the room taking L to Z orders (No. 88).

The list for judges' summonses will be kept in room 93; the Court Order Department (in which it was formerly kept) having been removed, as stated in a previous issue, to room No. 468, on amalgamation with the Associates' Department.

The filing department will be similarly concentrated into two divisions (A to K and L to Z), with an intermediate room, in which office copies, urgent examination of copies, &c., will be dealt with. It will continue in the rooms it now occupies, with structural changes.

The staff of the Bills of Sale Department will be strengthened, in view of the expansion of its duties under the Deeds of Arrangement Act, 1887, coming into operation with the new year.

Changes will also be effected in several other departments, but it does not seem necessary to notice them, as they relate rather to the staff than the duties to be performed.

Without desiring confidently to predict the results of the changes above indicated, we think that the concentration of duties and improved control are likely to work well, especially as the evidence given before the committee by, and the experience of, the staff itself, must necessarily have been taken into account in framing them. It remains, however, to be seen, in practical working, whether the depletion of the staff has not been carried out to an extent which will prejudice the accuracy, and especially the dispatch, with which proceedings have to be conducted on the common law side.

ENFRANCHISEMENT UNDER THE COPYHOLD ACT, 1887.

II.

In considering the reduction of expenses under the new Act, we have noticed how these are diminished by the new rule as to valuation, by the exclusion of escheats in calculating the compensation, and by the permission to pay the amount of it into the hands of the lord for the time being. There are two other points in the same connection to which we will now refer.

4. *The form of the compensation.*—Under the old law this varied according as the enfranchisement was effected at the instance of the lord or the tenant; in the former case it was an annual rent-charge, in the latter it was the payment of a gross sum of money, though by the consent of the commissioners this might remain as a first charge upon the land for not more than ten years, bearing interest at four per cent. At some time or other, however, the money had to be raised, and the expense of doing this was often, in the case of small holdings, great enough to prohibit enfranchisement. Of course an annual rent-charge is a much easier matter for the tenant to manage, and it has also the advantage that a limited owner can receive it without any question as to his being a trustee for his successors. The difficulty of collecting it when the holdings are small and numerous was urged against the change, but there is no reason why this should be more troublesome than the collection of dues at present. A more substantial objection was put forward in regard to the difficulty which often exists of identifying copyhold lands; accordingly provision has been made for this in the Act. As before, the compensation is always to be a rent-charge when the enfranchisement is at the instance of the lord; but by section 14 it may take the same form in other cases too wherever the lands can, in the opinion of the commissioners, be sufficiently identified, and the compensation exceeds one year's improved annual value of the land. It is to be noticed, however, that the amount of the compensation must always, by section 11, be first fixed as a gross sum, and then the rent-charge is calculated at four per cent. upon this amount.

5. *Steward's compensation.*—This is a matter which will affect a large number of solicitors, and the effect of the new scale will depend entirely upon the number of enfranchisements under the new Act. In most cases the amount payable is greatly diminished, but if the change results in a general adoption of the benefits of the Act, the loss to the present race of stewards may possibly be avoided. The principle of compensating the stewards for their loss of office was recognized in all the Acts of 1841, 1852, and 1858. That of 1852 provided, by section 19, that its amount should be settled by the commissioners, or otherwise should be equivalent to one set of fees upon admittance. These fees, as is well known, have often been extremely heavy, and though they are low in the North of England, yet in other parts they range from £7 to £9, and are sometimes more. In cases of devise to two or more as tenants in common, these are multiplied by the number of tenants,

and the whole amount payable to the steward mounts up in a manner out of all proportion to the value of the land, and is often in excess of the dues received by the lord. This has always been a severe tax upon small properties, and the imposition of a similar sum upon enfranchisement has been a great hindrance to its general adoption. In enfranchisements by voluntary agreement about the same amount has usually been demanded, and the tenants have not been in a position to resist it. In these cases, however, it has included the steward's costs of the preparation of the deed. The matter is now settled by the scale of compensation given in the schedule to the Act, and this is still more favourable to small properties than that originally proposed, and which was approved by the House of Lords. There the lowest amount was £4, and that was to be paid in all cases where the lord's compensation does not exceed £25. But in the scale as finally settled the amounts for compensation are divided into classes between £1 and £25, and the steward's compensation ranges in six degrees from five shillings to £4. It is obvious that the change will have a very great effect in reducing the cost of enfranchisement, while if this becomes as general as may now be expected—supposing there really to be any genuine wish for a change of tenure among the tenants—there seems to be no reason why the present stewards should lose by the reduction. These sums are exclusive of stamps and paper or parchment or map or plan, which are to be paid for by the tenant. In the scale, as approved by the House of Lords, it was provided that where several properties held by the same tenant were enfranchised together, the steward's compensation should be calculated upon the aggregate consideration, and not on that for each property. But after this has reached £100, the additional compensation is only ten shillings for every additional £50: hence the sum payable to the steward on each property might be very small. Accordingly the House of Commons, in reducing the scale, struck out this limitation, and thus left each property to pay its own amount, which, as we have seen, is now inconsiderable.

The actual reductions in the cost of enfranchisement which the Act has effected appear to be included under the foregoing five heads, and they would seem in the aggregate to amount to a very substantial sum. The cost of valuation may be avoided entirely; there is no longer any necessity to inquire into the lord's title; and payment may be made immediately to the lord for the time being, irrespective of his actual interest in the manor. So far as compensation goes, that payable to the lord is now to be exclusive of the right of escheat, and in manors with fines certain it will be reduced to a very inconsiderable sum; while that payable to the steward has been, in the case of small properties, very materially reduced. Finally, a great change has been effected in the mode of payment by the tenant. Formerly, where the enfranchisement was effected at his instance, he was bound to pay the compensation money in a gross sum, or, if allowed to charge it upon the land, this was only for a limited time. Now he may, in nearly all cases, where it amounts to more than one year's improved annual value of the land, pay it in the form of a rent-charge thereon, which, moreover, he can redeem whenever he chooses at twenty-five years' purchase.

We may refer briefly to other changes which were proposed in Parliament but which did not receive the sanction of the Legislature. One of them aimed at avoiding the expense of going before the commissioners; the other related to the incidence of costs. As to the former point, it was proposed that in all cases where the compensation was determined without reference to the commissioners, the enfranchisement should take place by a memorandum entered by the steward on the court rolls of the manor. As this plan excluded the interference of any external authority, it was a necessary part of it that the compensation should be payable to the lord for the time being regardless of his actual interest, and though he was to be a trustee for all parties entitled, there was no effectual provision for securing the safety of the trust money. Hence this mode of enfranchisement, although it would have effected a considerable saving, was discarded, and the above method of payment to the lord for the time being uncontrolled by the commissioners was restricted, as we have seen, to cases of voluntary enfranchisement where the compensation money does not exceed five hundred pounds and where the lord purports to be entitled to it for his own use. With regard to costs, too, it was proposed to make a considerable change. The office fees of the commissioners were to be divided between the lord and the tenant, and other

expenses incurred by the commissioners were to be paid by such of the persons interested as they should direct. As to expenses incurred outside the commission, either each party was to bear his own, or they might, in the discretion of the commissioners, be divided equally. None of these provisions, however, were approved by the House of Lords, and it was proposed in place of them to leave it to the commissioners to order the expenses to be paid by such of the parties as, under the circumstances of the case, they might think just. But this in turn was dropped in the House of Commons, and, with one slight exception in section 10, the only provision contained in the Act refers to the office fees and other expenses of the commissioners; these, by section 34, are to be paid by either the lord or the tenant requesting the award before delivery of the same. It would seem, then, that the expenses outside the commission must still be borne as provided in the earlier Acts. For this, reference must be made to section 30 of the Act of 1852, by which it is provided that the expenses of enfranchisement under the Act, and all expenses incidental thereto, are to be borne by the party, whether lord or tenant, who shall have demanded the enfranchisement. But where a mode of valuation unnecessarily expensive is required, the extra cost of this is thrown upon the person requiring it. This is done by section 10 of the present Act, amending section 8 of that of 1858.

In considering the other changes which the Act has made in the existing law, it will be convenient to follow the proceedings upon enfranchisement in a natural order, regarding it as a sale, this being, of course, its true nature. We shall accordingly deal with the provisions affecting (1) the interests affected, (2) the parties, (3) the compensation, (4) the parcels, (5) the award and its effect, and (6) the custody of deeds, concluding with a few remarks upon certain changes which have been made in the general law of copyholds. This will, perhaps, make the matter clearer than if we proceeded in the order of the clauses of an Act which is not very well arranged.

(1) *The interests affected.*—In general, of course, the Act applies to copyholds, but it is provided by section 7, extending a similar provision to section 7 of the Act of 1858, that where any lands are subject to heriots, quit rents, free rents, or any other manorial incidents, all such rights may be extinguished and the lands enfranchised therefrom in the same way as though they were copyhold, and the same proceedings as those directed by the Copyhold Acts are to be taken in reference to them. We have seen, moreover, that the Act of 1853 was, by section 1, restricted to cases of admittance after July, 1853, and that this restriction was removed by section 6 of the Act of 1852, it being provided instead that such a fine and heriot should be first paid as though an admittance or death had really taken place subsequent to that date. Now, however, it is only necessary to pay such a fine or heriot as would become payable upon admittance or enrolment on alienation since that date. This seems to provide that, where there has been no admittance since 1853, enfranchisement may now take place without the preliminary payment of the heriot due upon death. This is the result of section 9.

(2) *The parties.*—The case of the disability of parties was dealt with by section 11 of the Act of 1841, but it is now more completely regulated by sections 39 and 40 of the present Act. These confer full power upon a lord or a tenant, although he is a trustee or only a limited owner. They further substitute for an infant his guardian and for a lunatic his committee, while a married woman is to be treated as a *feme sole*. Moreover, where one trustee is abroad, or is incapable or refuses to act, the rest of the trustees may act without him. Section 31 provides for the case of the death of either party in the course of the proceedings. In this case there is to be no abatement nor any further payment of fine, relief, or heriot; and everything is to go on exactly as if the enfranchisement had been effected immediately after the commencement of the proceedings. Finally, it is provided, by section 33, that the steward is to be treated as the lord's agent in matters relating to the enfranchisement, though the lord may either act himself or appoint some other person to be his agent, upon giving written notice both to the tenant and the commissioners.

It is stated that Mr. John Forbes, Q.C., has been appointed the new Recorder of Hull.

CORRESPONDENCE.

MR. COMMISSIONER KERR AND SECTION 122 OF THE BANKRUPTCY ACT, 1883.

[To the Editor of the Solicitors' Journal.]

Sir,—How long is Mr. Commissioner Kerr to be allowed to make such orders as the enclosed? If this were the only instance in which he had made an order on this subject of such a character, one might be disposed to say nothing, but he has made similar orders dozens of times.

T. P. Y.

[Our correspondent encloses an extract from the *City Press* containing a report of a case in the City of London Court in which the commissioner is stated to have made an order, under section 122 (1) of the Bankruptcy Act, 1883, for the debtor to pay one penny in the pound, in six monthly instalments. The commissioner is reported to have said: "The man swears he has not a shilling in the world. Why should he not have relief because he is poor? Formerly the rich man owing thousands of pounds could pay his creditors with a bit of parchment and a seal on it. That privilege has now been extended to the poor man, which prevents him working on all his lifetime with millstones round his neck."]

CASES OF LAST WEEK.

COURT OF APPEAL.

UNDERHAY v. READ—No. 1, 19th December.

MORTGAGE—SUBSEQUENT LEASE BY MORTGAGOR—RENT PAID BY TENANT TO MORTGAGEES UNDER COMPELSION—VALIDITY OF PAYMENT.

In February, 1886, the defendant mortgaged a house to two persons, and in March following let the house to one Butler, who had no notice of the mortgage. On the 7th of July the mortgagees gave Butler notice to pay the rent then due or thereafter accruing due to them and to no one else. On the 10th of September Butler received notice of a transfer of the mortgage to a company, who gave Butler notice to pay the rent to them. In the meantime the plaintiff had recovered judgment against the defendant, and on the 14th of December, the judgment being unsatisfied, Field, J., appointed the plaintiff receiver of the rents of two houses belonging to Read, including the one mortgaged to the company, the appointment to be without prejudice to the rights of any prior incumbrancers upon the premises who might think proper to take possession by virtue of their securities. Notice of this was served upon Butler. On the 25th of January, 1887, Butler, under a threat of legal proceedings from the company, paid them the rent due for the half-year ending Christmas, 1886. The receiver thereupon applied at chambers for an order that the quarter's rent due at Michaelmas, 1886, be paid to him by Butler, notwithstanding that Butler had already paid it to the mortgagees. Pollock, B., made the order. The Divisional Court (Manisty and Charles, JJ.) discharged this order. The case is reported 36 W. R. 75. The receiver appealed.

THE COURT dismissed the appeal. FRY, L.J., said that neither Butler nor the mortgagees had been guilty of contempt of court in interfering with the collection of the rents by the receiver, as the appointment of the receiver was expressly made subject to the rights of prior incumbrancers. Had, then, the mortgagees the right to receive this money; in other words, could Butler by paying it to them successfully plead payment in answer to a claim by his lessor, the receiver having, in this respect, the same rights as the lessor? A payment in the similar case of *Johnson v. Jones* (9 A. & E. 809) was held to be good. In that case there was the same compulsion as here—namely, a threat that amounted to a threat of eviction. That case was rightly decided, and must be followed. The tenant, therefore, acting under that compulsion, might set up such payment as a defence. BOWEN, L.J., concurred.—COUNSEL, A. Powell and Ingpen; Gore. SOLICITORS, A. H. Crowther; Peacock & Goddard, for Trevanton, Curtis, & Ridley, Bournemouth.

LYNCH v. MACDONALD—No. 2, 21st December.

R. S. C., 1883, XXI., 15; XXXVI., 3-6, 7A—MODE OF TRIAL OF ACTION—ACTION ASSIGNED TO CHANCERY DIVISION—COUNTER-CLAIM FOR DAMAGES FOR FRAUDULENT REPRESENTATION.

This was an appeal from a decision of North, J. (*ante*, p. 91, 36 W. R. 136). The question was whether the plaintiff was entitled to have the action tried with a jury. The action was brought for the redemption of shares in a company, which the plaintiff had mortgaged to the defendant. The defendant delivered a counter-claim in which he charged the plaintiff with fraudulent representations, and claimed damages for these representations. The plaintiff moved for an order that the action, including the counter-claim, should be tried by a judge with a jury, on the ground that the claim for damages in the counter-claim was in the nature of an action for deceit, and was not one of the matters assigned by the Judicature Act to the Chancery Division. It was contended that for this reason the plaintiff was entitled to have the whole action tried by a jury, or at any rate to have the issue of fraud so tried. North, J., refused the application. On the appeal it was contended for the plaintiff that a defendant, who was properly sued in the Chancery Division, could not, by joining in

his counter-claim a cause of action not assigned to the Chancery Division, deprive the plaintiff of his right to have the cause of action tried by a jury.

THE COURT (COTTON and FRY, L.JJ.) affirmed the decision. COTTON, L.J., said that, when rule 6 of order 36 spoke of "any other cause or matter," it did not mean any issue which, if it had stood alone, the plaintiff would have been entitled to have tried by a jury. The plaintiff was entirely wrong in asking that the whole action should, as a matter of right, be tried by a jury. It was an action assigned to the Chancery Division, though it might be possible to separate the issue of fraud from the rest of it. If the plaintiff wished to have the issue raised by the counter-claim tried separately, he ought to have applied, under rule 15 of order 21, before reply, for an order excluding the counter-claim, and directing that it should be tried as a separate action, and the judge would have had power in his discretion to make such an order. As the plaintiff had chosen not to make such an application, it would be wrong for the court now, as a matter of discretion, to make an order which the plaintiff might have obtained if he had applied at an earlier stage. FRY, L.J., concurred.—COUNSEL, *Coxens-Hardy*, Q.C., and *Swinfen Eady*; *Napier Higgins*, Q.C., and *R. M. Bray*. SOLICITORS, *Saunders, Hawkeford, Bennett, & Co.*; *Watney, Tillard, & Freeman*.

MIDLAND RAILWAY CO. v. ROBINSON—No. 2, 20th December.

RAILWAY COMPANY—MINERALS BENEATH RAILWAY—NOTICE BY OWNER OF INTENTION TO WORK—RAILWAYS CLAUSES ACT, 1845, ss. 78, 79.

The question raised in this case was as to the right of an owner of minerals beneath a railway, under the Railways Clauses Act, 1845, s. 78, to serve the company with notice of his intention to work the minerals, and thereby compel the railway company to purchase the minerals. Section 78 provides that notice of his intention to work the minerals shall be served on the company by the owner, if he be desirous of working the same; and section 79 provides that, if before the expiration of thirty days the company do not express their willingness to treat with the owner for payment of compensation, it shall be lawful for the owner to work the minerals himself. The defendant was the owner of mineral estates extending for a considerable distance on both sides of the plaintiffs' railway, and also of the minerals beneath about a mile and a half of the railway. The minerals under the land on both sides of the railway were being worked by lessees. The defendant had given the plaintiffs notice of his intention to work the whole of the minerals beneath the railway, but he admitted that it was his intention to work immediately a small portion only of the minerals, and he had given the plaintiffs notice that, unless they were prepared to treat for payment of compensation, the working of the minerals would be forthwith commenced, with the result that the traffic on the railway would be stopped. The minerals were principally ironstone and limestone, and the local custom was to work them by quarrying on the surface. The plaintiffs applied to Chitty, J., for an interim injunction to restrain the defendant until the trial from working the minerals so as to injure the railway, and from working such minerals at any time otherwise than for the beneficial working thereof as and when the same could be beneficially worked. The company had not given the counter-notice referred to in section 79, but they contended that the defendant was not justified in proceeding under the notice given by him, because his object was to force the company to compensate him for mines which were not workable at a profit. Chitty, J., was of opinion that there was nothing to shew any malicious intention on the part of the defendant, or any intention of working the minerals in any other manner than was right and proper, and he refused the motion.

THE COURT (COTTON, LINDLEY, and LOPES, L.JJ.) affirmed the decision. COTTON, L.J., said that it had been already decided that a railway company was not bound to give the counter-notice referred to in section 79 of the Act within the thirty days there specified, and also that such counter-notice might be given by the company as to one portion of the minerals at one time and as to another portion at another time. It had been argued that no one could give the notice to the company of his intention to work the minerals unless he himself, his agents and workmen, were about to work the minerals. There was, however, nothing in the section which required that the landowner should himself, as distinguished from his lessees, intend to work the minerals. To restrict the notice in that way would greatly prejudice landowners, because if, under circumstances like the present, they leased their property it might be impossible for them to enter into any arrangements with their lessees as to working the minerals in consideration of a royalty. There was evidence that the defendant was desirous of working the minerals by his lessees, and had given notice of his intention to work by his lessees. His lordship agreed that, not only must there be an expression by the landowner of his desire to either work by himself or his lessees, but that there must be a *bona fide* intention and not a merely capricious desire. If there was not a *bona fide* intention the notice would be vexatious, and the court would not allow it to be acted upon; it would not be a notice within the meaning of the section. It was contended that the section did not apply to limestone and ironstone or other minerals which were usually worked and got by quarrying instead of by underground mining. His lordship could not accede to that proposition. Slate was expressly mentioned in section 77, and it was, as a rule, worked by quarrying. In his lordship's opinion the words seam or strata applied to minerals whether got by mining, properly so termed, or by quarrying. Then it was said that the notice given by the defendant was too wide, as it extended to some miles of the line of railway. It was, however, open to the company when they gave their counter-notice to limit it to some part of the minerals. It was said that if the counter-notice related to part only of the minerals, the landowner would have the power of

seriously embarrassing the company—he might proceed to work the part not covered by the counter-notice and let down the railway. But if such a course were adopted, and the result was that some person was killed, it might be that the defendant would render himself liable to be indicted for manslaughter. At any rate, if the defendant was shown to have been acting maliciously, he would be restrained by injunction. LINDLEY and LOPES, L.JJ., gave judgment to the same effect.—COUNSEL, *Rigby*, Q.C., *Sir Arthur Watson*, Q.C., and *Phipson Beale*; *Sir Horace Davey*, Q.C., *Romer*, Q.C., and *Percy Gye*. SOLICITORS, *Beale & Co.*; *Capel-Cure & Ball*.

DOWNING v. THE FALMOUTH UNITED SEWAGE BOARD—No. 2, 21st December.

R. S. C., 1883, XXXI., 12—PRACTICE—DISCOVERY—AFFIDAVITS.

A question arose in this case as to the effect of rule 12 of order 31, which provides that "any party may, without filing any affidavit, apply to the court or a judge for an order directing any other party to any cause or matter to make discovery on oath of the documents which are or have been in his possession or power, relating to any matter in question therein. On the hearing of such application the court or judge may either refuse or adjourn the same, if satisfied that such discovery is not necessary, or not necessary at that stage of the cause or matter, or make such order, either generally or limited to certain classes of documents, as may, in their or his discretion, be thought fit." This was an action to restrain an alleged nuisance, and Chitty, J., had refused an application by the plaintiffs under rule 12 for discovery of documents by the defendants. The plaintiffs had given notice of their intention to read on the hearing of the appeal a large number of affidavits which had been used on the hearing of a motion for an interlocutory injunction, but they had not pointed out what parts of those affidavits they intended to rely upon. It was argued, on behalf of the plaintiffs, that rule 12 has altered the old rule of the Court of Chancery, that affidavits would not be admitted upon an application for discovery, and that the judge could not exercise the discretion given to him by the rule in the absence of evidence as to the nature of the case.

COTTON, L.J., said that rule 12 was not intended to alter the old rule of the Court of Chancery, but only to give the court a discretion as to ordering discovery of documents, so that it could refuse to order an affidavit of documents to be made if it could see that no benefit was likely to result to the party who asked for it. In order to exercise this discretion the judge must look at the pleadings, but he ought not to allow either party to make affidavits. If affidavits had already been filed for another purpose the judge might look at them, but the party who desired to use those affidavits ought not to give a general notice to read them, but he ought to call the attention of his opponent to the particular passages on which he intended to rely as shewing that the discovery for which he asked would probably benefit him. FRY, L.J., concurred.

THE COURT, in consequence of some passages in the affidavits, made an order for discovery, limited to certain classes of documents, but ordered that the plaintiffs should pay the costs occasioned by their general notice to read the affidavits. The rest of the costs were to be costs in the action.—COUNSEL, *Sir Arthur Watson*, Q.C., and *Fraser Macleod*; *Romer*, Q.C., and *Brumwell Davis*. SOLICITORS, *Downing, Holman, & Co.*; *Rovellcliff, Rawls, & Co.*

HIGH COURT—CHANCERY DIVISION.

MUIR v. KIRBY—Chitty, J., 9th December.

PRACTICE—EVIDENCE—AFFIDAVITS—LEAVE TO CROSS-EXAMINE.

This was a motion for leave to cross-examine on affidavits before an examiner. It appeared that the affidavits were not yet complete.

CHITTY, J., in making an order as asked, said that in such cases the proper practice was to direct that the cross-examination should not commence until the affidavit evidence was complete, and made a direction to that effect.

HANBURY v. CUNDY—Stirling, J., 20th December.

LEASE OF PUBLIC-HOUSE—COVENANT TO PURCHASE BEER FROM LESSOR—PROVISO FOR REDUCTION OF RENT ON PERFORMANCE OF COVENANT—INJUNCTION.

A brewer's lease of a public-house contained a covenant that the lessee and his assigns should purchase the beer used therein from the lessors. The rent reserved was £300, and there was the usual proviso for re-entry on non-payment of the rent or non-performance of any of the covenants. The lease also contained a provision that so long as the lessee purchased all his beer from the lessors, the latter would accept a reduced rent of £150 in lieu of the rent of £300. The lessee having refused to take the lessor's beer, and having dealt with another brewer, the lessors applied for an injunction to restrain him from so doing. It was urged on behalf of the defendant that the effect of the proviso for the reduction of rent was that he was at liberty to purchase his beer from whom he pleased provided he paid the full rent.

STIRLING, J., held that there was nothing to limit the operation of the covenant to purchase beer from the plaintiffs, and granted the injunction.—COUNSEL, *Hastings*, Q.C., and *G. Broke Freeman*; *Buckley*, Q.C., and *Allan Stewart*. SOLICITORS, *Boulton, Sons, & Sandeman*; *Loxley & Morley*.

HIGH COURT—QUEEN'S BENCH DIVISION.

ARROWSMITH v. DICKENSON AND ANOTHER—15th December.

POOR LAW—LIABILITY OF CHILD TO MAINTAIN MOTHER WHO HAS MARRIED AGAIN.

This was a case stated by justices for the county of Chester. An in

formation was preferred by the appellant, acting on behalf of the guardians of the poor of Northwich Union, against the respondents under 43 Eliz. c. 2, s. 6, 59 Geo. 3, c. 12, s. 26, 4 & 5 Will. 4, c. 76, s. 56, and 31 & 32 Vict. c. 122, s. 36, charging that Ann Egerton was poor and unable to maintain herself and was then chargeable to the union, and that the respondents were her sons and were of sufficient ability to maintain her. It appeared that Ann Egerton was the mother of the respondents by her former husband, and that she and her present husband were both in receipt of outdoor relief from the union, and that the respondents were single men living with their mother and stepfather, and earning about twenty-two shillings a week. The justices dismissed the information. The question was whether the proviso to section 56 of the Poor Law Act, 1834, relieved the sons of their liability to maintain their mother under the statute of Elizabeth. Section 56 enacted that all relief given to a wife should be considered as given to the husband, but provided that nothing therein contained should discharge the father and grandfather, mother and grandmother, of any poor child from their liability to maintain such child. It was argued on behalf of the appellant that the justices ought to have convicted. On the part of the respondents it was contended that they were relieved from their responsibility to maintain their mother who had married again by the proviso in section 56, which omitted the words "or child" after "grandmother," which occurred in section 26 of the Act of George 3.

THE COURT (WILLS and GRANTHAM, JJ.) said that the appeal must prevail. The obligation was positive, and was not affected by the proviso to section 56. The order for maintenance ought to have been made, and the case must be remitted to the justices.—COUNSEL, *Marshall*; *Joseph Smith*. SOLICITORS, *A. & J. E. Fletcher*, Northwich; *Cooper*, Congleton.

PINE v. BARNES—16th December.

LICENSED HOUSE—CONSUMPTION OF INTOXICATING LIQUORS AFTER HOUR OF CLOSING—BONA FIDE GUESTS OF LODGER—LICENSING ACT, 1874, s. 9.

This was an appeal from a conviction by the justices of Tonbridge for an offence under the Licensing Acts. An information was preferred by the respondent, under section 9 of the Licensing Act, 1874, charging that the appellant, being a person licensed for the sale of intoxicating liquors, on the 4th of July, 1887, did unlawfully allow intoxicating liquors to be consumed on his licensed premises during the time that the same were required to be closed by and in pursuance of the Licensing Act, 1874. Section 9 enacts that "any person who, during the time at which premises for the sale of intoxicating liquors are directed to be closed by or in pursuance of this Act, sells or exposes for sale in such premises any intoxicating liquor, or opens or keeps open such premises for the sale of intoxicating liquors, or allows any intoxicating liquors, although purchased before the hours of closing, to be consumed in the premises," shall be liable to a penalty. Section 10 says that nothing in the Act shall preclude a licensed person from selling intoxicating liquor at any time to persons lodging in his house. It appeared that on the evening in question a Mr. Le May, who was lodging at the appellant's inn, gave a dinner in one of the sitting-rooms to a number of his friends; and after ten o'clock, the hour of closing, they remained in the same room drinking intoxicating liquors. All the liquor was supplied on the order of Mr. Le May and was paid for by him. The justices found that the persons who consumed the liquor with Mr. Le May were his *bona fide* guests. They thought, however, that if they dismissed the information they would be opening the door to an evasion of the Act. They, therefore, convicted the appellant, and fined him one shilling. On behalf of the appellant, it was contended that section 9 dealt entirely with purchases made in contravention of the Act.

THE COURT (POLLOCK, B., and HAWKINS, J.) said that the justices were wrong, as there had been no offence against the Act, and no evasion of it. The conviction must be quashed.—COUNSEL, *H. F. Dickens*. SOLICITORS, *Sole, Turner, & Co.*, for *W. C. Cripps*, Tunbridge Wells.

COUNTY COURTS.

HARTLEY v. LOWDEN—Pontefract, 16th December.

SHERIFF'S OFFICER'S POUNDAGE—29 ELIZ. c. 4.

This action was brought to recover £11 2s. 3d. as damages for money alleged to have been wrongfully received by the defendant, a sheriff's officer, from the plaintiff by reason and colour of his office of sheriff's officer in connection with serving and partially executing a writ of *fi. fa.* issued by the plaintiff on the 25th of March last. It appeared that the plaintiff had a writ of *fi. fa.* issued at his instance for £337 3s., the amount of debt, and 45 *ss.* taxed costs, making in all £342 9s., to which were to be added the costs of the *fi. fa.*, amounting to £2. The writ was delivered in due course to the defendant, who was then in possession of the debtor's premises under a distress warrant for £50 rent. Eventually the plaintiff ordered the bailiff to withdraw, and he did so without having realized. Defendant then made a claim for poundage, £11 2s. 3d., which plaintiff paid under protest, and the action was to recover that amount. Poundage is payable to the sheriff under 29 Eliz. c. 4, and is not to exceed 5 per cent. on the first £100, and 2½ per cent. on all sums over and above the first £100 of the amount levied. The Act goes on to provide that if greater sums than these are taken, the person so taking them shall be liable to a penalty. Counsel for the plaintiff cited *Buckle v. Beves* (3 B. & C. 688) and *Roe v. Hammond* (2 C. P. D. 300). For the defendant *Mortimer v. Cragg* (26 W. R. 383, 3 C. P. D. 216) and *Miles v. Harris* (12 C. B. N. S.

550) were cited; also *Bissicks v. Bath Colliery Co.* (26 W. R. 215), which, it was contended, overruled *Roe v. Hammond*. It was contended that there was evidence that in the present case there was abundant security under the *fi. fa.* to enable the plaintiff to recover every shilling to which he was entitled from the debtor, and because, by his own act, he had prevented the sheriff's officer from realizing, was he now entitled to turn round and say that the sheriff's poundage should not be paid?

Judge BEDWELL decided in favour of the plaintiff on the authority of the cases cited. He was so clear on the point that he refused leave to appeal as the case stood; but, on being pressed, he said that he would so alter his decision, by allowing treble damages, as to give the defendant's counsel the right to appeal.—COUNSEL FOR PLAINTIFF, *Wagh*. SOLICITORS, *W. H. Clough*, Cleckheaton; *Brown, Wilkin, & Scott*, Wakefield.

BANKRUPTCY CASES.

Ex parte BAKER, Re BAKER—Q. B. Div., 6th December.

BANKRUPTCY—CREDITOR'S PETITION—PURCHASE OF DEBT FOR PURPOSE OF FOUNDED PROCEEDINGS—BONA FIDE MOTIVE—BANKRUPTCY ACT, 1883, ss. 4, 6.

This case raised the question whether the purchase by one creditor, whose debt is insufficient to found bankruptcy proceedings, of the debt of another creditor *bona fide* for the purpose of founding such proceedings, is an abuse of the process of the Bankruptcy Court. The debtor was assistant secretary to a death club, his duties being to receive the sums collected from the members and to keep the accounts, and also to pay claims accruing due to persons interested under the rules of the club. In December, 1886, the yearly account was handed in by the debtor, which showed the payment of several claims, but on the receipts being asked for it appeared that in six cases appearing on the account payment had not been made, and the debtor ultimately took this liability upon himself, in accordance with which, in March, 1887, he gave to persons named Hunt and Marsh, being two out of the six claims unpaid, the sum of £50 each, together with two bills for £45 each. At the meeting of the committee of the club in June, 1887, a deficiency was discovered in the cash box to the extent of £119, for which the debtor also assumed the responsibility, and promised that matters should be put straight within a month, but at a meeting held on July 5, 1887, the debtor did not attend, and it was then discovered that a further sum of £119 was missing, which, however, he subsequently promised to make good, but on the same day left his home and went, as was alleged, to Cardiff. On July 12, 1887, in accordance with a resolution of the committee, Hunt bought from Marsh his bill of £45 for the sum of £15, and on July 15 Hunt presented a petition against the debtor, the act of bankruptcy alleged being that he departed from his dwelling-house with intent to defeat or delay his creditors. The county court registrar made a receiving order, from which the debtor now appealed, it being contended on his behalf (1) that no act of bankruptcy had been committed, and (2) that the petition was an abuse of the process of the court.

THE COURT (CAVE and A. L. SMITH, JJ.) dismissed the appeal. CAVE, J., said that upon the evidence it was clear the debtor left his home with intent to defeat and delay his creditors. Then, as to the second point, the debtor had disappeared no one knew where, and thereupon it was desired to take steps to obtain repayment of the moneys. Hunt, who was a creditor for £45, desired to take proceedings in bankruptcy, but his debt was insufficient, and he went to Marsh and bought his debt for £15. It was first said that to buy a debt under any circumstances in order to found a bankruptcy petition on it was an abuse of the process of the court, but there appeared to be no case which went to the length of saying that the mere buying of a debt in order to found a petition was an abuse. In *Ex parte Griffin, Re Adams* (28 W. R. 208, 12 Ch. D. 480), the petition was presented, not with the *bona fide* view of obtaining an adjudication, but for a collateral purpose and with the view of putting pressure on the debtor, and the same in *Ex parte Harper, Re Pooley* (30 W. R. 650, 20 Ch. D. 685), where undoubtedly the Master of the Rolls said that it must be taken that the appellant knew that the object of buying up the debt was not the recovery of the debt, but to make the debtor a bankrupt, and with the view of removing him from being trustee, but if it went no further than the first proposition it was a gross abuse of the bankruptcy laws. His lordship clearly agreed with that to the extent that a person who had no interest had no right to go and buy up a debt for the purpose of making a man a bankrupt. If a man did so there must be some indirect motive. There must be some object in his mind which was not *bona fide*. So, too, in the case of *Ex parte Gratton* (2 M. D. & De G.), which had been relied on, the proceedings were taken for a wholly illegitimate purpose, and if the bankruptcy law was put in force to serve an illegitimate purpose it was clearly an abuse. In the present case Hunt was no stranger to the affairs. He was himself a creditor for £45, and had considerable interest in the affairs of the club. He had bought up rights and was interested as a subscriber. The debtor had really admitted that he was liable for £240 of the money of the club, and there was good ground for fearing that the liability was much more. Hunt had a direct interest in having the property of the bankrupt preserved and administered by the Court of Bankruptcy. His difficulty was that his debt was only £45, and he got over that by purchasing the debt of Marsh. Was that done *bona fide*? Was it done to force the debtor to pay other than in the course of bankruptcy the debt of the club? Had he any collateral object? His lordship could not see any. The debtor had admitted a debt of £240, and he had disappeared no one knew where, and the object of anyone who had any interest in the affairs of the debtor would be to get a receiving order made and have the property taken care of. It was absurd to say that he

was putting pressure on the bankrupt, for that was impossible when the man had gone away, and the only object was to have the property taken care of. Under the circumstances his lordship declined to carry the cases relied on a step further than they appeared to go and to make a precedent. A. L. SMITH, J., concurred, and said that it had been argued that the purchase of a debt on which to found bankruptcy proceedings, even if done honestly, was an abuse of the process of the court. But in all the cases cited and relied on some illegitimate purpose was shewn. In the present case all the elements of illegitimacy were wanting.—COUNSEL, E. Cooper Willis, Q.C., and Herbert Reed; Thorne. SOLICITORS, Clarke, Woodcock, & Ryland, for Finch & Chanter, East Stonehouse; Church & Co.

Ex parte BISCHOFFSHEIM, Re AYLMEY—C. A. No. 1, 16th December.

BANKRUPTCY—SCHEME OF ARRANGEMENT WITH CREDITORS—APPROVAL OF COURT—AGREEMENT BY DEBTOR TO CONSENT TO JUDGMENT BEING ENTERED UP BY TRUSTEE FOR FULL AMOUNT OF DEBTS—BANKRUPTCY ACT, 1883, s. 18.

This was an appeal by a debtor against the refusal of Mr. Registrar Giffard to approve of a scheme of arrangement of the debtor's affairs, which had been duly accepted by the creditors under the provisions of section 18 of the Bankruptcy Act, 1883. The scheme provided (*inter alia*) that "the property of the debtor which would become divisible among his creditors if he were adjudged bankrupt under these proceedings shall vest in a trustee to be appointed by the creditors," to be administered by him as in bankruptcy. "That the debtor shall and will, prior to the approval of this scheme, consent to judgment being entered against him by the trustee, as soon as this scheme shall have been approved, for the full amount of the debts provable thereunder, such judgment to have the same effect, and to be enforceable in the like manner and to the like extent, as though the debtor had been adjudged bankrupt under these proceedings, and the court had granted him an order of discharge conditional upon his consenting to judgment being entered against him by the trustee, and such judgment had been entered accordingly. Provided always that such judgment shall only be enforceable in respect of any balance remaining due to the creditors" after giving credit for any dividends distributed by the trustee under the scheme. The official receiver reported that the debtor had signed a consent in accordance with the above provision of the scheme, and also that the scheme was reasonable and calculated to benefit the general body of the creditors. Section 18 provides, by sub-section 12, that, "if, under or in pursuance of a composition or scheme, a trustee is appointed to administer the debtor's property or manage his business, Part V. of this Act shall apply to the trustee as if he were a trustee in a bankruptcy, and as if the terms 'bankruptcy,' 'bankrupt,' and 'order of adjudication' included respectively a composition or scheme of arrangement, a compounding or arranging debtor, and order approving the composition or scheme." And, by sub-section 13, "Part III. of this Act shall, so far as the nature of the case and the terms of the composition or scheme admit, apply thereto, the same interpretation being given to the words 'trustee,' 'bankruptcy,' 'bankrupt,' and 'order of adjudication' as in the last preceding sub-section." No similar provisions are made by section 18 as to any other of the parts of the Act. Section 28 (which is in Part I. of the Act), enables the court (*inter alia*) to grant to a bankrupt an order of discharge "subject to any conditions with respect to any earnings or income which may afterwards become due to the bankrupt, or with respect to his after-acquired property." And, by section 6, "The court may, as one of the conditions referred to in this section, require the bankrupt to consent to judgment being entered against him by the official receiver or trustee for any balance of the debts provable under the bankruptcy which is not satisfied at the date of his discharge; but in such case execution shall not be issued on the judgment without leave of the court, which leave may be given on proof that the bankrupt has, since his discharge, acquired property or income available for payment of his debts." Various objections were taken to the scheme, but the decision of the court turned upon only one of them.

THE COURT (LORD ESHER, M.R., and BOWEN and FRY, L.JJ.) affirmed the registrar's decision. LORD ESHER, M.R., said that there was one fatal objection to the scheme. The judgment to which the debtor was to consent was to have the same effect, and to be enforceable in the like manner and to the like extent, as though the debtor had been adjudged bankrupt and the court had granted him an order of discharge conditional upon his consenting to judgment being entered against him by the trustee, and such judgment had been entered accordingly. If the meaning of that provision was that the court was to possess the powers given in the case of bankruptcy by sub-section 6 of section 28, it was an attempt to incorporate sub-section 6 into a scheme under section 18. That could not be done. In *Ex parte Whinney* (17 Q. B. D. 241) the Court of Appeal held that section 27, which gives a trustee in bankruptcy power to summon persons for examination, could not be incorporated into a scheme under section 18, and the same principle applied to sub-section 6 of section 28. If the intention was to give the court, by the consent of the parties, powers similar to those conferred in the case of bankruptcy by sub-section 6 of section 28, the ordinary rule applied, that consent of parties could not give to the court a jurisdiction which it did not otherwise possess. There was a fatal defect in the scheme which made the judgment to which the debtor was to consent illusory and of no effect. The judgment could not be enforced at common law by reason of the fetter which was imposed by the necessity of obtaining the leave of the court to issue execution. No effect could be given to the judgment either under the Act or by the consent of the parties. BOWEN and FRY, L.JJ., concurred.—COUNSEL, F. Cooper

Willis; Cooper Willis, Q.C., and Woodfall. SOLICITORS, H. F. Barnett; Freshfields & Williams.

CASES AFFECTING SOLICITORS.

ORDERS AGAINST SOLICITORS.

December 20th—HENRY WILLIAM DUKE—Suspended from practice until further order.

THE NEW CIRCUIT ARRANGEMENTS.

The Times publishes the following as likely to be the result of the arrangements made by the judges for the ensuing assizes:—

CIRCUIT OF THE JUDGES.											
Two Judges will remain in Town during the whole of the Circuits; the other Judges until their respective Commission Days.											
Winter Assizes, 1888.	Commission Days.	Northern.	North-Eastern.	Western.	Home.	South-Eastern.	Oxford.	Midland.	North Wales.	South Wales.	N.
Friday, Feb. 3
Tuesday, Feb. 7
Friday, Feb. 10
Monday, Feb. 13
Wednesday, Feb. 15
Friday, Feb. 17
Saturday, Feb. 18
Monday, Feb. 20
Tuesday, Feb. 21
Thursday, Feb. 23
Saturday, Feb. 25
Monday, Feb. 28
Tuesday, Feb. 29
Friday, March 2
Monday, March 6
Wednesday, March 8
Friday, March 10
Monday, March 13
Wednesday, March 15
Friday, March 17
Monday, March 20
Wednesday, March 22
Friday, March 24
Monday, March 27
Wednesday, March 29
Friday, March 31

LAW SOCIETIES.

MANCHESTER LAW ASSOCIATION.

In the presence of a large gathering of barristers and solicitors, a service of silver plate was, on the 21st inst., presented to Mr. W. H. Guest at the

Law Library, Kennedy-street, Manchester. Mr. Guest has recently been appointed one of the district registrars of the High Court of Justice, and in order to recognize his services as chairman of the committee of the Manchester Incorporated Law Association for nineteen years, and as hon. secretary of the Manchester Law Library Society for twenty-four years, the above testimonial was subscribed for by his numerous legal friends practising in that city. There were present Mr. F. Hampson (president of the Manchester Law Association), Mr. W. A. Copinger (vice-president of the Law Library) Mr. John Cooper, Mr. J. M. Yates, Mr. C. M'Keand, Mr. Staffurth, Mr. Thomas Clave, Mr. William Slater, jun., Mr. Jepsen, Mr. Diggles, Mr. Henry Wood, Mr. Welsh, Mr. Dixon, Mr. Farrar, Mr. T. J. Gill, Mr. Tweedale, Mr. John Bury, Mr. G. P. Allen, Mr. Foyster, Mr. Tatham, and many others. One of the articles presented bore the following inscription: "Presented to William Hodgkinson Guest, Esq., with other plate, by members of the Manchester Incorporated Law Association, and the Manchester Law Library Society; a token of their appreciation of his services as chairman of the committee of the association for nineteen years, and hon. secretary of the Law Library for twenty-four years."

Mr. HAMPTON, in opening the proceedings, said that, on behalf of the association of which he was president, the members wished to convey to Mr. Guest their sincere appreciation of the services he had rendered as chairman of their committee, and the tact, urbanity, and judgment that he had invariably displayed.

Mr. COPINGER, in making the presentation to Mr. Guest, said that with reference to the Law Library he could speak from experience of the invaluable services which Mr. Guest had rendered to that institution. He did not remember a single occasion on which Mr. Guest was absent from the committee's meetings, so great was his diligence and so conscientious was he in the discharge of his duties. They mainly owed to Mr. Guest the building in which they were assembled. By his fore-sight they were enabled to accumulate a surplus out of which the building was erected. It was gratifying to know that his kindness of heart, his courtesy and ability had been appreciated in other quarters, and would now be exhibited in a larger and perhaps more important sphere. On behalf of himself and the profession in Manchester, he wished that he might have long life to enjoy the love and esteem and respect with which they regarded him. In the course of a brief reply,

Mr. GUEST said their expression of thanks would have been sufficient to him, without the handsome testimonial, for any services he had been enabled to render the association, the Law Library, or his professional brethren.

LAW STUDENTS' JOURNAL.

THE FORTHCOMING FINAL EXAMINATION.

The next January final will mark the commencement of a new system in connection with the examinational tests of articled clerks. Formerly, the subjects were divided for pass purposes into two groups; the essential, consisting of equity, common law, and conveyancing, and the voluntary, including bankruptcy, crimes, probate, divorce, admiralty, and ecclesiastical law. From January until further alteration, all the subjects will be compulsory. Although in fairness to those who failed in November last, the questions at the opening examinations under the new system will be easy, still it is idle to imagine, as some articled clerks fondly do, that the examinations will be no harder. No harder! why they must be harder. Until recently, a candidate who could knock off eight out of fifteen questions in the three familiar subjects passed; now these subjects, although they will take as much reading as ever, cannot possibly, or at any rate should not, command more than five-eighths of the total number of questions set. Besides the danger of falling between two stools by dividing attention, there is the continual worry of the student as to whether he is giving enough attention to this or that branch of law to be taken into calculation. It is a well-known fact that articled clerks must read, and read pretty hard, to answer the questions set by the Incorporated Law Society. Take, for instance, questions in practice, a subject that requires less of what should be termed reading than any other; how many men know perfectly well how it is all done, what stamps they buy, into what rooms to go, and how to avoid being sent, "bootless and weather-beaten back," therefrom, who cannot, to save their fame, frame an answer on these matters unless they have read some guide to the practice of the courts.

What results will flow from the recent change time only will shew, and comments will appear from time to time in the columns of this journal on the various examinations as they are held, but it is easy to draw some forecasts. First, more candidates will enter for the honours examination. Many men shirked reading the voluntary subjects on the principle of the examinee who was delighted with himself for having obtained one mark above the minimum, as it afforded to himself at least conclusive proof that he had read no more than was absolutely necessary. Besides the lazy, the timid candidate also often avoided the voluntary subjects, and so often did those who were wise in their generation who were working hard in the office and providing for the future. The omission of the voluntary subjects, though satisfactory from these points of view with regard to the pass, was fatal as regards the honours examination, and so many never entered.

Another result of the change will be a greater resort to cram books and analyses. Time is of some importance even to articled clerks, especially if they owe any duties to society, and since reading so many subjects in

standard works must encroach seriously on the hours of the day which are not absorbed at the office, they will be driven to works which present the matter in the form of extracted essence. Whether law can be usefully learnt from such books is a question which we will not now discuss.

THE STANDARD OF EXAMINATION FOR SOLICITORS AND THE BAR.

A glance at the recent bar examinations will be sufficient to shew that bar students are at present, even comparing their examination with the old system at the final, dealt with very leniently. Disregarding Roman law, which can be taken separately, and never presents any formidable barrier, the candidates have only three subjects to contend with. Of these the paper set in real and personal property was pure book work, and a fair acquaintance with Mr. Goode's works would be amply sufficient. The common law, considering the fact that students are specially directed to get up Broom's Commentaries, was, if anything, easier; eleven out of the twelve questions being answerable almost directly from the face of that book, though the twelfth might require some mental operation to find it there. The equity paper on the three special subjects required—trusts, partnership, and charities—afforded, however, a capital test of a student's reading and general capacity, quite half of the questions consisting of problems requiring the application of what he would usually read to facts likely to occur. The recent bar examination was a fairly typical one, and why there should be such a marked disparity between the examinational tests before entrance to the respective branches of the profession presents a problem which it would be difficult for an impartial onlooker to solve.

LEGAL NEWS.

OBITUARY.

Mr. JOHN BENLOW HEBBERT, solicitor, of Birmingham, died at Edgbaston on the 27th inst., at the age of seventy-eight. Mr. Hebbert was born in 1809. He was admitted a solicitor in 1831, and he had practised at Birmingham for over fifty years. He was a perpetual commissioner for Warwickshire, Worcestershire, and Staffordshire, and he had a very extensive private practice. He had also held several important appointments, having been for several years clerk to the Birmingham borough magistrates and to the county magistrates at West Bromwich, and town clerk of the borough of Wednesbury. He was also solicitor to the Birmingham West of England Cemetery Co. and to the Birmingham Masonic Hall Co. Mr. Hebbert was hon. secretary to the Birmingham Royal Art Union, and he had been a vice-president of the Midland Institute. He held for several years the rank of major in the Birmingham Volunteer Rifle Corps.

Mr. ROBERT CARSON, Q.C., died suddenly at Dublin on the 22nd inst. from disease of the heart. Mr. Carson was born in 1824. He was called to the bar at Dublin in 1850, and he became a Queen's Counsel in 1863. He had a good practice when at the bar, and he had been for many years chairman of quarter sessions and judge of county courts for the county of Donegal.

APPOINTMENTS.

Mr. HALE HORACE SHEPARD, barrister, has been appointed Advocate-General for the Madras Presidency. Mr. Shepard is a graduate of Balliol College, Oxford. He was called to the bar at the Inner Temple in Michaelmas Term, 1867, and he formerly practised on the Home Circuit. He has been for some time Government Pleader at Madras.

Mr. WILLIAM JOHN STEWART, solicitor, of Darlington and Spennymoor, has been appointed Clerk to the Middleton St. George School Board. Mr. Stewart was admitted a solicitor in 1880.

Mr. THOMAS EDWARD WEBB, LL.D., Q.C., has been appointed Judge of County Courts for the county of Donegal, in succession to the late Mr. Robert Carson, Q.C. Mr. Webb is an LL.D. of Trinity College, Dublin. He was called to the bar in Ireland in 1861, and he became a Queen's Counsel in 1874. He is a member of the Munster Circuit. Mr. Webb was appointed Regius Professor of Civil Law in the University of Dublin in 1867, and he is also Public Orator of the University.

Mr. HARRY WILMOT LEE, solicitor (of the firm of Lee, Bolton, & Lee), of 2, The Sanctuary, Westminster, has been appointed High Bailiff of the city of Westminster, in succession to Sir William James Farrer, resigned. Mr. Lee is the son of Mr. John Benjamin Lee, with whom he is associated in the office of registrar of the Diocese of London, and secretary to the Archbishop of Canterbury, and to the Bishops of London, Winchester, Durham, Carlisle, Ely, Hereford, Norwich, Ripon, and Worcester. He was admitted a solicitor in 1870, and he is also registrar of the Charterhouse.

MESSRS. IRVINE & HODGES, of 79, Mark-lane, have been appointed Honorary Solicitors to the Wine and Spirit Trades Benevolent Association.

Mr. JAMES HORATIO MOGGIDGE, solicitor, of 4, Furnival's-inn, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

PARTNERSHIPS DISSOLVED.

JAMES RICHARD HARTLEY, RICHARD ROBINSON OSBORNE, HENRY JAMES GORDON ROSS, and JOHN GEORGE ABDALÉ, solicitors (Hartley, Ross, & Abdalé), 4, New-court, Carey-street, Lincoln's-inn, London. Dec 14.

SOMERS CLARKE and JAMES WARNES HOWLETT, solicitors (Clarke & Howlett), Brighton. The said Somers Clarke retires. March 1.

[Gazette, Dec. 16.]
[Gazette, Dec. 27.]

COURT PAPERS.

HIGH COURT OF JUSTICE—QUEEN'S BENCH DIVISION.

HILARY SITTINGS, 1888.

A. to F.—All applications by summons or otherwise in actions assigned to Master Gordon are to be made returnable before him in his own room, No. 183, at 11.30 a.m. on Tuesdays, Thursdays, and Saturdays.

G. to N.—All applications by summons or otherwise in actions assigned to Master George Pollock are to be made returnable before him in his own room, No. 173, at 11.30 a.m. on Tuesdays, Thursdays, and Saturdays.

O. to Z.—All applications by summons or otherwise in actions assigned to Master Hodgson are to be made returnable before him in his own room, No. 112, at 11.30 a.m. on Mondays, Wednesdays, and Fridays.

The parties are to meet in the ante-room of masters' chambers, and the summonses will be inserted in the printed list for the day after the summonses to be heard before the master sitting in chambers, and will be called over by the attendant on the respective rooms for a first and second time at 11.30, and will be dealt with by the master in the same manner as if they were returnable at chambers.

BY ORDER OF THE MASTERS.

MASTERS IN CHAMBERS.

A. to F., Mondays, Wednesdays, and Fridays, Master the Hon. R. Butler. Tuesdays, Thursdays, and Saturdays, Master Johnson.

G. to N., Mondays, Wednesdays, and Fridays, Master Kaye. Tuesdays, Thursdays, and Saturdays, Master Walton.

O. to Z., Mondays, Wednesdays, and Fridays, Master Francis. Tuesdays, Thursdays, and Saturdays, Master Manley Smith.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Dec. 23.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALLIANCE SUPPLY STORES, LIMITED.—Chitty, J., has, by an order dated Nov 21, appointed John Arthur Craig, 30, Finsbury pavement, to be official liquidator.

BRADFORD DISTRICT STEAM TRAMWAYS, LIMITED.—North, J., has, by an order dated Dec 2, appointed Henry Kendrick, 9 and 10, Pancras lane, to be official liquidator.

BRITISH, COLONIAL, AND GENERAL INVESTMENT TRUST, LIMITED.—Chitty, J., has, by an order dated Nov 11, appointed John Francis Clarke, 41, Coleman st, to be official liquidator. Creditors are required, on or before Jan 27, to send their names and addresses, and the particulars of their debts or claims, to the above.

CROOKBOTTOM MANUFACTURING CO., LIMITED.—Petition for winding up, presented Dec 12, directed to be heard before North, J., on Jan 14. Emmet & Co, Bloomsbury sq, agents for Innes, Stalybridge, sol for petn.

FRITCHARD COLLIERY AND BRICK CO., LIMITED.—Petn for winding up, presented Dec 21, directed to be heard before Stirling, J., on Jan 14. Fritchard & Co, Painters' Hall, agents for Leich, Manchester, sol for petn.

HOME AND FOREIGN MINES TRUST, LIMITED.—Stirling, J., has, by an order dated Dec 6, appointed John Francis Clarke, 41, Coleman st, to be official liquidator. Creditors are required, on or before Jan 27, to send their names and addresses, and particulars of their debts or claims, to the above. Saturday, March 10, at 1, is appointed for hearing and adjudicating upon debts and claims.

LOWESTOFT STEAM CARRYING AND FISHING CO., LIMITED.—Petn for winding up, presented Dec 17, directed to be heard before North, J., on Jan 14. Dubois & Co, Pancras lane, agents for Chamberlin & Leech, 61 Yarmouth, sol for petn.

QUEENSLAND MERCANTILE AND AGENCY CO., LIMITED.—Petn for winding up, presented Dec 16, directed to be heard before North, J., on Jan 14. Flower & Nussey, 61 Winchester st, sol for petn.

RAILWAY DEBENTURE STOCK AND MORTGAGE CORPORATION, LIMITED.—North, J., has, by an order dated Dec 7, appointed John Francis Clarke, 41, Coleman st, to be official liquidator.

SILVER QUEEN UNITED, LIMITED.—By an order made by Kay, J., dated Nov 5, it was ordered that the voluntary winding up of the Company be continued, and that James Leveson Gower and Edward Byrne should cease to be liquidators, and in their stead that Henry Newson Smith, 37, Walbrook, be appointed to be the liquidator jointly with Ernest Henry Collins, one of the persons appointed liquidator by the company. Whitfield, Finsbury pavement, sol for petn.

WEST OF ENGLAND PAPER MILLS CO., LIMITED.—North, J., has, by an order dated Nov 11, appointed Mr. Frederic George Painter, 2, Moorgate at bldg, to be official liquidator.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

DUCKWORTH HALL (OSWALDTWISTLE) COTTON MANUFACTURING CO., LIMITED.—Petn for winding up, presented Dec 17, directed to be heard before Bristowe, V.C., on Wednesday, Jan 11, at the Assize Courts, Strangeways, Manchester, at 11. Ratcliffe, Blackburn, sol for petn.

UNLIMITED IN CHANCERY.

NO. 1 RAILWAY HOTEL BUILDING SOCIETY.—The Vice-Chancellor has fixed Tuesday, Jan 3, at 10.30, at his chambers, for the appointment of an official liquidator.

London Gazette.—TUESDAY, Dec. 27.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALFRED SLATTERY & CO., LIMITED.—By an order made by Kay, J., dated Dec 17, it was ordered that the above company be wound up. Peace & Homewood, Old Jewry chambers, sol for the petn.

COLLIERS SYNDICATE, LIMITED.—Petn for winding up, presented Dec 24, directed to be heard before Kay, J., on Saturday, Jan 14. Birchall & Co, Mark lane, sol for petn.

ENGLISCH FARMERS' MEAT SUPPLY ASSOCIATION, LIMITED.—By an order made by Chitty, J., dated Dec 19, it was ordered that the above association be wound up. Thompson & Ward, Nicholas lane, sol for petn.

LAERMUTH & CO., LIMITED.—North, J., has, by an order dated Dec 16, appointed Charles John Lee, of 14, Bow lane, to be official liquidator, in the place of George Shead, 9, Laurence Pountney hill.

NEW YORK EXCHANGE, LIMITED.—Petn for winding up, presented Dec 17, directed to be heard before Kay, J., on Jan 14. Neale, Cannon st bldg, sol for petn.

ROYAL HOTEL, VENTNOR, LIMITED.—Petn for winding up, presented Dec 23, directed to be heard before Chitty, J., on Jan 14. Powles, Basinghall st, sol for petn.

SHOREHAM PORTLAND CEMENT CO., LIMITED.—Petn for winding up, presented Dec 12, directed to be heard before Chitty, J., on Saturday, Jan 14. Wilkinson & Howlett, Bedford st, Covent garden, sol for petn.

VAN GELDER APSIDON AND CO., LIMITED.—By an order made by Chitty, J., dated Dec 17, it was ordered that the company be wound up. Walker & Whitfield, Surrey st, Strand, sol for petn.

VICTORY, LIMITED.—North, J., has fixed Tuesday, Jan 10, at 12, at his chambers, for appointment of official liquidator.

UNLIMITED IN CHANCERY.

DUDLEY, SEDGLEY, AND WOLVERHAMPTON TRAMWAYS CO., LIMITED.—By an order made by Stirling, J., dated Dec 17, it was ordered that the company be wound up. Miller & Miller, Sherborne lane, sol for petn.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

WESTPANT-Y-GO SILVER LEAD MINING CO., LIMITED.—By an order made by the Vice-Chancellor, dated Dec 19, it was ordered that the company be wound up. Cartwright & Co, Liverpool, sol for petn.

STANNARIES OF CORNWALL.

LIMITED IN CHANCERY.

SOUTH TERRAS TIN MINING CO., LIMITED.—By an order made by the Vice-Warden, dated Dec 22, it was ordered that the company be wound up. Chilcott & Son, Truro, sol for petn.

UNLIMITED IN CHANCERY.

NORRIS BUSY UNITED MINING CO.—By an order made by the Vice-Warden, dated Dec 22, it was ordered that the company be wound up. Hodge & Co, Truro, sol for petn.

FRIENDLY SOCIETIES DISSOLVED.

BENEFIT SOCIETY, Cross Keys inn, Pretower, Brecknock. Dec 20.

EARL SHILTON INDUSTRIAL AND PROVIDENT FREEHOLD LAND SOCIETY, LIMITED, Earl Shilton, Leicester. Dec 20.

LIVERPOOL SHIPWRIGHTS' BENEFIT SOCIETY, Bond st, Liverpool. Dec 31.

NEWPORT BENEFIT SOCIETY, Wesleyan Schoolroom, Newport, York. Dec 23.

WHITE HOUSE MUTUAL MONEY SOCIETY, 16, Vaughton st, Birmingham. Dec 21.

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Dec 16.

BEAUFORT, JOHN ST LAWRENCE, Prestwich, nr Manchester. Jan 15. Beaufort, Beaudenby.

BIDDULPH, MRS. FANNY MYDDLETON, Grosvenor place. Jan 31. Walker & Co, Theobald's rd.

BINNS, JOSEPH EDWARD, Raglan rd, Woodhouse, Leeds, Builder. April 1. Middleton & Sons, Leeds.

BUTTERWORTH, JAMES, Denham Vale, Saddleworth, Yorks, Calico Printer. Jan 31. Jepson & Son, Manchester.

BUTTERWORTH, JOHN, Junction, nr Delph, Yorks, Calico Printer. Jan 31. Jepson & Son, Manchester.

CHAMBERLAIN, HENRY, Nailsworth, Gloucester, Solicitor. Jan 10. Barlow & Co, Birmingham.

CLEGG, ELIZABETH, Bentfield, Aigburth, Lancaster. Jan 31. Garnett & Tabet, Liverpool.

COOPER, SARAH, Lancaster villas, South Norwood. Jan 31. Dean, Walbrook.

CRADOCK, GEORGE, Westfield House, nr Wakefield, York, Wire Rope Manufacturer. April 1. North & Sons, Leeds.

DOCKIE, RALPH, Alcester rd, Moseley, Worcester, Solicitor. Jan 10. Barlow & Co, Birmingham.

FIELD, SUSAN RANSOM, Cromer, Norfolk. Jan 15. Keith, Blake, & Co, Norwich.

HINTON, SYDNEY GEORGE, High st, Poplar. Jan 10. Marsh, Fen ct.

HOBDAV, WILLIAM MILLWARD, Shirley, Warwick, Gent. Jan 10. Barlow & Co, Birmingham.

JONES, ROWLAND, Whitechapel rd, Dairyman. Jan 1. Verner Miles, Wool Exchange.

KNOWLES, EDMUND HENRY, Erdington, Warwick, Gent. Jan 10. Barlow & Co, Birmingham.

LAYTON, JOHN, Canonbury sq, Islington, Solicitor. Jan 31. Layton, Marlborough crescent, Chiswick.

LUKES, JOHN HENRY, Royal Exchange bldg, Underwriter. Jan 20. Higson, Manchester.

MALLINSON, ALLEN, Huddersfield, Woollen Spinner. March 1. Mills & Bibby, Huddersfield.

NEWCOMEN, TERESA, Cottage Hospital, North Ormesby, York. Jan 7. Brewster, Middlesbrough.

OAKES, MARY, Knutsford, Chester. Jan 16. J & E H Galsworthy, Old Jewry chbrs.

OLNEY, ELLEN, Devonshire Lodge, Balham. Jan 31. Woodroffe, Gt Dover st.

PARKER, JAMES WARD, Bethune rd, Stoke Newington, Commission Agent. Jan 31. F J & G J Braikenridge, Bartlett's bldg.

PELL, ELIZABETH MARY, Leamington Priors, Warwick. Jan 15. W & W C Hannay, Leamington.

PERRIE, WASHINGTON, Upper Parliament st, Liverpool, Gent. Jan 31. Bateson & Co, Liverpool.

POOLE, WILLIAM ANGE, Bolsover st, Gt Portland st, Gent. Jan 19. Beaumont & Co, Chancery lane.

PRATT, SOPHIA, Park pl, St. James's, Proprietress of Pratt's Club. Jan 10. Tyrell & Raymond bldg.

SEYMOUR, KATHARINE JANE, Witchesampton, Dorset. Jan 1. Newman & Co, Yeovil, and 1, Clement's inn.

SHAW, SAMUEL, Stainland, nr Halifax, Esq. April 1. North & Sons, Leeds.

SHIMMONDS, JOHN, Ditchling, Sussex. Jan 14. Shimmonds, Triangle, Hackney.

TEEVAN, JAMES, Chesham pl, Middlesex, Esq. Feb 1. Ward & Co, Gray's inn sq
 THOMPSON, ROBERT, Carlisle pl, Newcastle upon Tyne, Provision Dealer. Feb 1.
 Wilkinson & Marshall, Newcastle upon Tyne
 THORPE, ROBERT BATEMAN, Skirbeck, Lincoln, Butcher. Dec 29. Waite & Co,
 Boston
 TUCK, JOSEPH, Ilfracombe, Outfitter. Jan 20. Clark & Smith, Malmesbury
 UNDERWOOD, MARY, Somerleyton st, Heigham, Norwich. Jan 19. Goodchild,
 Norwich
 WILKINSON, WILLIAM, St John's ter, Bowling, Bradford, Coal Merchant. Feb 1.
 Gaunt & Hines, Bradford
 WOOLLEY, ELIZABETH, Holton, Somerset, Housekeeper. Dec 29. Apin,
 Spring grds, Spalding
 YARWOOD, WILLIAM, Glenside, Newton Heath, nr Manchester. Feb 1. Cooper
 & Sons, Manchester

London Gazette.—TUESDAY, Dec. 20.

BAYLEY, HENRY, Leadenhall st, Esq. Jan 16. Watney & Co, Lombard ct
 BLOOMFIELD, CHARLES, Melbury, Bournemouth, Gent. May 1.
 Chadwick & Sons, Dewsbury
 CROWTHER, MARY ANN, Wakefield, Grocer and Wine and Spirit Merchant. Feb
 1. Brown & Co, Wakefield
 DOWIE, DAVID, London rd, Tonbridge Wells, Gent. Jan 12. Knecker & Co,
 Sevenoaks
 EARWICKER, JOHN, Hainaber, Boxgrove, Sussex, Innkeeper and Builder. Jan
 12. Raper & Freedland, Chichester
 FRY, ABRAHAM, Trowbridge, Wilts, Carman. Jan 20. Maon & Rodway, Trow-
 bridge
 HUTCHINSON, WILLIAM, Collegiate crescent, Broomhall pk, Sheffield, Gent. Jan
 28. Tibbitts, Sheffield
 HARROP, THOMAS, Greenacres rd, Oldham, Gent. Feb 1. Tweedale & Co, Old-
 ham
 LAWSON, WILLIAM, Alma ter, York, Innkeeper. Feb 8. Wood & Co, York
 LUXMOORE, WILLIAM EDWARD, Boxmoor, Hertford, Esq. Feb 9. J. & C.
 Attenborough, Ely place
 LUCAS, HENRY, Trowbridge, Wilts, Blacksmith. Jan 20. Mann & Rodway,
 Trowbridge
 MARTYN, RICHARD UNIAH, Clynton, Saint Austell, Cornwall, Gent. Jan 20.
 Carlyn & Stephens, St Austell
 MAUDE, JAMES, Mansfield, Nottingham, Ironfounder. Feb 1. Coulson, Work-
 sop
 PERRIDGE, JOHN WHITMELL, Adstone Lodge, Northampton, Farmer. Jan 16.
 Whitton, Towcester
 POVER, LYDIA, Waterloo rd, Burslem. Jan 15. Alcock, Burslem
 REEKS, ANNE, Wimborne Minster, Dorset. Jan 14. Harvey, Wimborne
 Minster
 RODRIGUES, EMMA, High st, Notting hill. Jan 16. Murray & Co, Birchbin lane
 SMITH, JOHN, Norham on Tweed, Northumberland, Gent. Jan 31. Dees &
 Thompson, Newcastle upon Tyne
 SMITH, THOMAS, West Hartlepool, Durham. Jan 6. Simpson, West Hartlepool
 WILLIAMSON, ALEXANDER DIXON, York, Gent. Feb 20. Cowling & Co,
 York

London Gazette.—FRIDAY, Dec. 23.

AKED, ANN, Ellenroyd in Midgley, York. Feb 19. J P & J T Sutcliffe, Hebden
 bridge
 ARCHER, WILLIAM HENRY WALTER, Saundersfoot, Pembroke, Gent. Jan 14.
 Lock Tenby
 BARNET, HENRY, Vyvyan terr, Clifton. Jan 31. Danger & Cartwright, Bristol
 BAZETT, CHARLES YOUNG, Springfield, Reading, Lieut. Col Indian Army. Jan 20.
 Campbell Bazett, Newbury
 BAZETT, HARRIOT, Springfield, Reading. Jan 20. Bazett, Newbury
 BONE, ALAN BELFIELD, Stoke Devonport, Devon. Mar 1. Bone & Son, Devon-
 port
 BUXTON, GEORGE ALBERT, Sutton on Trent, Nottingham, Gent. Jan 1. Haigh,
 Newark
 BURRELL, ESTHER, Oxton Hall, Birkenhead. Jan 9. Francis, Birkenhead
 CLARKE, JAMES, Martlesham, Suffolk, out of business. Feb 3. Welton, Wood-
 bridge
 COOPER, CHARLES, Bovington, Hertford, Esq. Jan 31. Andrews, Leominster
 CONSTABLE, CHARLES BROWN, Lansdown pl, Cheltenham, Retired Lieut-Col.
 Jan 16. Brydgos & Mellersh, Cheltenham
 COX, EMILIA, St Petersburg pl, Bayswater. Feb 18. Walker & Co, Theobald rd
 CURLING, WILLIAM, Staple st, Herne hill, Blacksmith. Jan 31. Tassell & Son,
 Faversham
 FINNIE, ARCHIBALD, Langham Hotel, Portland pl, Esq. Mar 23. Johnson & Co,
 Austin friars, E.C.
 FOSTER, HENRY, Summertown, St Giles', Oxford, Gent. Feb 1. Dayman &
 Walsh, Oxford
 FOTHERGILL, MARY, Hensol Castle, Cowbridge, Glamorgan. Jan 31. Field & Co,
 Lincoln's inn fields
 GROSS, MARGARETHA, Hyde park gds. Jan 31. Langdon, West st, Finsbury
 circus
 HAGGARD, MARY FRANCES, West park, Clifton, Bristol. Feb 1. Purrier & Son,
 Circus pl, Finsbury circus
 HARRISON, ISAAC, Gresley row, Lichfield, Gent. Jan 31. Stewart, Feethams,
 Darlington
 HEWER, HENRY, Cheltenham, Gent. Jan 31. W. & C. H. Jessop, Cheltenham
 HUNT, ANNA LENNON, Grove end rd. Jan 31. Barnes, Westbourne park rd
 INMAN, HENRY, Church Anston, nr Rotherham, out of business. Feb 23.
 Broomhead & Co, Sheffield
 KELL, CHARLOTTE, West Parade, Kingston upon Hull. Feb 10. Jackson & Son,
 Hull
 LANCASTER, HENRY, Jersey Lodge, Eastbourne, Gent. Feb 8. Andrew &
 Cheale, Tunbridge Wells
 LINGARD, GEORGE, Holton, Beckering, Lincoln, Farmer. Jan 14. Page & Pad-
 ley, Market Rasen
 MURTON, JANE, Newton rd, Faversham. Jan 21. Tassell & Son, Faversham
 NIELD, JONATHAN, Moorgate st, Banker and Financial Agent. Jan 31. Soames
 & Co, Lincoln's inn
 PARKER, WILLIAM, Sunny grds, Hendon. Jan 30. Jones, New Oxford St
 PHILLIPS, JOHN ADAM, Grove rd, Sutton, Surrey. Jan 25. Brewer & Horne,
 Clement's inn
 SCHNEIDER, HENRY WILLIAM, Windermere, Esq. Feb 3. Dawes & Son, Angel
 court
 SINGH, MAHARANE BAMBRA DULSEP, Her Highness the, Holland pk. Jan 30.
 Farrer & Co, Lincoln's inn fields
 STOPFORD, ALFRED, West Gorton, nr Manchester. March 1. Leigh, Manchester
 STYLE, WILLIAM CHARLES MARSHAM, South Audley st. Feb 1. Mullens &
 Bonanquet, Queen Victoria st
 TANFIELD, JOHN, Maltby, Cleveland, North Riding, Gent. Jan 23. Watson &
 Co, Stockton on Tees
 THOMAS, JOHN, Llansfarchan, Carmarthen, Gent. Jan 9. Brockie, Carmarthen

THORGOOD, HENRY, Euston rd, Stage Coachman. Jan 31. Dixon & Co, Bed-
 ford row
 TWIZELL, CUTHEBERT, Stamfordham, Northumberland, Yeoman. Dec 31. Arnott
 & Co, Newcastle upon Tyne
 WARWICK, JAMES, Chatham st, Liverpool, Esq. Jan 20. Harvey & Co, Liver-
 pool
 WOOD, CHARLES THOMAS, Wakefield, Printing Ink Maker. Feb 20. Horner &
 Edmondson, Wakefield

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing
 or renting a house have the Sanitary arrangements thoroughly examined by an
 expert from The Sanitary Engineering & Ventilation Co., 118, Victoria-st., West-
 minster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Dec. 23.

RECEIVING ORDERS.

ANSCHUL, HERMAN, Newgate st, Agent. High Court. Pet Nov 7. Ord Dec 20
 BAILEY, JOSEPH, Brenton, Devon, Wine Proprietor. East Stonehouse. Pet Dec
 30. Ord Dec 20
 BAKER, JOHN, sen, Bratton Fleming, Devon, Farmer. Barnstaple. Pet July 16.
 Ord Aug 22
 BELL, JOHN, Gt Yarmouth, Fishing Boat Owner. Gt Yarmouth. Pet Dec 19.
 Ord Dec 19
 BEESTON, WILLIAM, Nottingham, Hairdresser. Nottingham. Pet Dec 19. Ord
 Dec 19
 BEESTY, J W, Old Cavendish st, Oxford st. High Court. Pet Sept 23. Ord
 Dec 19
 BOYT, FRANCIS, Winton, nr Bournemouth, Brickmaker. Poole. Pet Dec 21.
 Ord Dec 21
 BUTT, HENRY JOHN, Barrow Gurney, Somerset, Farmer. Bristol. Pet Dec 21.
 Ord Dec 21
 CANN, SARAH, Bath, Widow. High Court. Pet Nov 21. Ord Dec 20
 CARBERY, JOHN, Wigan, Egg Dealer. Wigan. Pet Dec 20. Ord Dec 20
 CLARK, BENJAMIN, Leeds, Iron Founder. Leeds. Pet Dec 30. Ord Dec 20
 COCKS, WALTER, Victoria st, Westminster, Tailor. High Court. Pet Dec 3.
 Ord Dec 20
 COLTMAN, ALBERT, Aylestone Leicester, Mechanic. Leicester. Pet Dec 19. Ord
 Dec 19
 COURTENAY, Hon Lord EDWARD BALDWIN, Powderham Castle, Devon. High
 Court. Pet June 6. Ord Dec 19
 CROSSLAND, RICHARD, Sutton in Ashfield, Nottingham, Provision Dealer. Not-
 tingham. Pet Dec 17. Ord Dec 17
 CROOK, WILLIAM, Chorley, Contractor. Bolton. Pet Dec 21. Ord Dec 21
 DAVIES, RICHARD WILLIAM, Blaine, Mon, Tailor. Tredegar. Pet Dec 19. Ord
 Dec 19
 DEAN, ROBERT, Manchester, Grocer. Manchester. Pet Dec 9. Ord Dec 21
 D'EATH, HARRY HOLMES, Old Jewry chhrs, Solicitor. High Court. Pet Nov 21.
 Ord Dec 20
 GARDNER, SAMUEL, Landport, Hampshire, Tailor. Portsmouth. Pet Dec 21.
 Ord Dec 21
 GARRARD, JAMES, High st, Deptford, Boot Dealer. Greenwich. Pet Dec 19.
 Ord Dec 19
 GLUCKSMANN, ALFRED, Whitechapel rd, Hosier. High Court. Pet Dec 8. Ord
 Dec 21
 GRAY, ISAAC GEORGE, Salisbury, Fishmonger. Salisbury. Pet Dec 19. Ord
 Dec 19
 GRIFFITHS, WILLIAM RICHARD, Govilon, nr Abergavenny, Grocer. Tredegar.
 Pet Dec 20. Ord Dec 20
 HAMPTON, THOMAS FREDERICK, Cheetham, Manchester, out of business. Salford.
 Pet Nov 20. Ord Dec 19
 HARRIS, KENNETH, Bradford, Merchant. Bradford. Pet Dec 10. Ord Dec 21
 HINDE, ANNIE, Bolton, Ladies' Outfitter. Bolton. Pet Dec 21. Ord Dec 21
 HINDE, THOMAS MATTHEW, Bolton, Joiner. Bolton. Pet Dec 21. Ord Dec 21
 HIRST, BENJAMIN, Bradford, Rag Merchant. Bradford. Pet Dec 17. Ord Dec 17
 HORSBY, GEORGE WILLIAM, Springbourne, Bournemouth, Builder. Poole. Pet
 Dec 19. Ord Dec 19
 JENKINS, JAMES, Newport, Mon, Licensed Victualler. Newport, Mon. Pet Dec
 20. Ord Dec 20
 MASON, JOHN, Nottingham, Horse Dea'er. Nottingham. Pet Dec 19. Ord
 Dec 19
 MCCARTHY, THOMAS IRVEN, Manchester, Agent. Manchester. Pet Nov 21.
 Ord Dec 21
 PROCTOR, ARTHUR, Leeds, out of business. Leeds. Pet Dec 19. Ord Dec 19
 SLAUGHTER, FREDERICK CHARLES, Norwich, Cafe Proprietor. Norwich. Pet
 Dec 7. Ord Dec 21
 STILES, HARRY, Liverpool, Barman. Liverpool. Pet Dec 20. Ord Dec 20
 TATTESBALL, ALFRED, Arcadian rd, Chitte' hill pk, Wood Green, Builder. High
 Court. Pet Dec 21. Ord Dec 21
 THOMAS, JOHN RICHARD, Tredegar, Mon, Merchant. Tredegar. Pet Dec 20.
 Ord Dec 20
 THOMSON, PETER WILLIAMSON, Willington Quay, Surveyor. Newcastle on
 Tyne. Pet Dec 31. Ord Dec 21
 TOWLSON, THOMAS, Huddersfield, Furniture Dealer. Huddersfield. Pet Dec 21.
 Ord Dec 21
 WARDLE, JOSEPH, Ilkeston, Grocer. Derby. Pet Dec 19. Ord Dec 19
 WEBB, HENRY, Egremont, Shoe Dealer. Whitehaven. Pet Dec 20. Ord Dec 20
 The following amended notice is substituted for that published in the
 London Gazette of Nov. 15.
 KINGFORD, SAMSON HERBERT CHILD, Southampton bldgs, Clerk. High Court.
 Pet Sept 19. Ord Nov 11
 The following amended notice is substituted for that published in the
 London Gazette of Dec 16.
 MANGHAM, ARTHUR, West Melton, Yorks, Publican. Sheffield. Pet Dec 14. Ord
 Dec 14

RECEIVING ORDER RESCINDED.

SMITH, JOHN LIONEL, Chesham pl, Euston sq, Gent. High Court. Rec Ord July
 11. Resc Dec 19

FIRST MEETINGS.

APPLEYARD, JOSEPH, Batley Carr, Yorks, Woollen Manufacturer. Dec 30 at 2.30.
 Off Rec, Bank chmbrs, Batley
 ARMSTRONG, EDWARD CHARLES, Grange rd, Bermondsey, Rope Merchant. Jan
 6 at 12. 33, Carey st, Lincoln's inn

BAKER, JOHN, sen, Bratton Fleming, Devon, Farmer. Dec 30 at 11. Sanders & Son, High st, Barnstaple.
 BEESTON, WILLIAM, Nottingham, Hairdresser. Jan 3 at 11. Off Rec, 1, High pavement, Nottingham.
 BELL, JOHN, Gt Yarmouth, Fishing Boat Owner. Dec 31 at 12.30. Off Rec, 8, King st, Norwich.
 BRACEWELL, JOHN, Lanchaw Bridge, nr Colne, Farmer. Dec 30 at 3.30. Crown Hotel, Colne.
 BROAD, HERBERT ALBERTON, and HERBERT L CUTLER, Regent st, Glovers. Jan 5 at 11. 83, Carey st, Lincoln's inn.
 CARRERBY, JOHN, Wigan, Egg Dealer. Jan 3 at 11. 16, Wood st, Bolton.
 CHAPMAN, HENRY SALMON, Filey, Yorks, Innkeeper. Dec 30 at 11. Off Rec, 74, Newborough st, Scarborough.
 COLDBECK, LEONARD, Holborn Viaduct, Surveyor. Jan 5 at 12. 33, Carey st, Lincoln's inn.
 COLE, GRANVILLE, Jermyn st, St James's, Gent. Jan 6 at 11. 33, Carey st, Lincoln's inn.
 COLTMAN, ALBERT, Aylestone, Leicestershire, Mechanic. Jan 2 at 12.33. 58, Friar lane, Leicester.
 CORRETT, CORRETT HOLLAND, Red hill, Edgware, Horse Dealer. Jan 4 at 12.30. Ewen & Roberts, 42, The Outer Temple, Strand.
 CROSSLAND, RICHARD, Sutton in Ashfield, Notts, Provision Dealer. Jan 4 at 12. Off Rec, 1, High pavement, Nottingham.
 DAVIES, JOHN, Holywell, Flintshire, Wheelwright. Dec 30 at 12. Off Rec, Crypt chmbrs, Chester.
 EVANS, JOHN THOMPSON, Rhyll, Bookseller. Dec 30 at 2. Off Rec, Crypt chmbrs, Chester.
 GALLIMORE, THOMAS MORLEY WATKINS, Gainsborough, Brass Founder. Jan 3 at 12.30. Off Rec, 2, St Benedict's sq, Lincoln.
 GORDON, SAMUEL DAVID, Liverpool, Furniture Dealer. Jan 10 at 12. Off Rec, 36, Victoria st, Liverpool.
 GRAY, ISAAC GEORGE, Salisbury, Fishmonger. Jan 4 at 3. Off Rec, Salisbury.
 GREY, THOMAS, Penarth, Builder. Jan 7 at 12. Off Rec, 3, Crookherbtown, Cardiff.
 HAMBROUGH, WINDSOR JOHN BEAUCHAMP, Park Village East, Regent's park, Gent. Jan 3 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 HARTLEY, ISAAC, Leicester, Corn Dealer. Jan 5 at 12.30. 28, Friar lane, Leicester.
 HEMMING, ELIJAH, Sheffield, Plumber. Jan 3 at 2.30. Off Rec, Figtree lane, Sheffield.
 HICKMAN, EDWARD, West Bromwich, Licensed Victualler. Jan 3 at 3. 25, Colmore row, Birmingham.
 HINDE, ANNIE, Bolton, Ladies' Outfitter. Jan 4 at 11. 16, Wood st, Bolton.
 HINDE, THOMAS MATTHEW, Bolton, Joiner. Jan 4 at 11.30. 16, Wood st, Bolton.
 HIRST, BENJAMIN, Bradford, Rag Merchant. Dec 30 at 11. Off Rec, 31, Manor row, Bradford.
 HOLLOWAY, MARK, Temple Cowley, Oxfordshire, Farmer. Jan 2 at 11.30. 1, St Aldates, Oxford.
 HORSEY, GEORGE WILLIAM, Springbourne, Builder. Jan 5 at 12.30. Criterion Hotel, Bournemouth.
 HOWARTH, FRANCIS GASKELL, New Ferry, Cheshire, Auctioneer. Jan 6 at 2. Off Rec, 35, Victoria st, Liverpool.
 HURST, ALEXANDER, Wakefield, Bootmaker. Dec 30 at 11. Off Rec, Bond terr, Wakefield.
 JONES, JAMES, Llandingat, Carm, Woollen Manufacturer. Jan 5 at 2.30. Off Rec, 11, Quay st, Carmarthen.
 JUPP, EDWARD, Town Mall, Kent, Labourer. Dec 30 at 3.45. Off Rec, Week 5, Maidstone.
 KENNINGTON, WILLIAM, Loughborough, Licensed Victualler. Jan 4 at 12.30. 28, Friar lane, Leicester.
 KIDD, WILLIAM, Liverpool, Licensed Victualler. Jan 6 at 3. Off Rec, 35, Victoria st, Liverpool.
 KISBY, GEORGE, Lincoln, Butcher. Jan 3 at 11. Off Rec, 2, St Benedict's sq, Lincoln.
 LEAROLD, SAMUEL, South Stainly, Yorks, Farmer. Dec 30 at 11.30. Off Rec, 8, Albert rd, Middlesbrough.
 MALLET, EDGAR, and FREDERICK WILLIAM MATTHEW WOODS, Soho sq, Printers. Jan 4 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 MANOHAM, ARTHUR, West Melton, Yorks, Publican. Jan 3 at 3. Off Rec, Figtree lane, Sheffield.
 MASON, JOHN, Nottingham, Horse Dealer. Jan 3 at 12. Off Rec, 1, High pavement, Nottingham.
 MEIRE, WILLIAM, Canton, Cardiff, Insurance Agent. Jan 7 at 11. Off Rec, 3, Crookherbtown, Cardiff.
 PARKER, JOHN, Worcester, Northamptonshire, Ironmonger. Dec 31 at 2. County Court, Northampton.
 PARSONS, WILLIAM GREGORY, residence unknown, Accountant. Jan 6 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 POCHIN, STEPHEN, Leicester, Agent. Jan 6 at 12.30. 23, Friar st, Leicester.
 POTTER, CHARLES GIBBS, Allerton rd, Stoke Newington, Clerk. Jan 5 at 12. 33, Carey st, Lincoln's inn.
 QUARTLY, WILLIAM, Argyle sq, King's cross, Bookmaker. Jan 4 at 12. 33, Carey st, Lincoln's inn.
 ROBBSON, THOMAS, Tebay, Westmoreland, Yeoman. Jan 7 at 12. 37, Stramongate, Kendal.
 SMITH, HARWOOD, Wellington st, Woolwich, Grocer. Jan 9 at 3. 109, Victoria st, Westminster.
 STONE, JABEZ, Blenheim grove, Rye lane, Peckham, Stone Mason. Jan 4 at 11. 34, Carey st, Lincoln's inn.
 THOMPSON, PETER WILLIAMSON, Willington Quay, Northumberland, Surveyor. Jan 4 at 11. Off Rec, Pink lane, Newcastle on Tyne.
 TOWLSON, THOMAS, Huddersfield, Furniture Dealer. Jan 11 at 3. Haigh & Son, Solis, New st, Huddersfield.
 WALKER, A. (sep Estate) Fearon st, East Greenwich, Builder. Jan 3 at 4.30. 109, Victoria st, Westminster.
 WALKER, H. (sep Estate) Fearon st, East Greenwich, Builder. Jan 3 at 4. 109, Victoria st, Westminster.
 WALKER, H., and A. WALKER (Joint Estate) Fearon st, Greenwich, Builders. Jan 3 at 3. 109, Victoria st, Westminster.
 WALKER, THOMAS, Great Missenden, Buckinghamshire, Wheelwright. Jan 9 at 12. 25, Walton st, Aylesbury.
 WARD, JAMES WILLIAM, Leeds, Mail Contractor. Jan 5 at 11. Off Rec, 22, Park row, Leeds.
 WARDLE, JOSEPH, Ilkeston, Grocer. Jan 2 at 2.15. Off Rec, St James's chmbrs, Derby.
 WARWICK, GEORGE, Poland st, Oxford st, Goldsmith. Jan 3 at 11. 33, Carey st, Lincoln's inn.
 WATSON, ALBERT EDWARD, Gt Grimsby, Insurance Agent. Jan 4 at 1. Off Rec, 3, Haven st, Gt Grimsby.
 WEBB, HENRY, Egreton, Shoe Dealer. Jan 3 at 12. Off Rec, 67, Duke st, Whitehaven.
 WICKES, HENRY ADOLPHUS, Ecclesfield, Finsbury park, Builder. Jan 5 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 WOOLHOUSE, JOSEPH, Faldingworth, Lincolnshire, Farmer. Jan 3 at 12. Off Rec, 2, St Benedict's sq, Lincoln.

ADJUDICATIONS

ANNETT, CHARLOTTE, EDWARD GEORGE ANNETT, and WALTER HENRY ANNETT, Landport, Hamps, Printers. Portsmouth. Pet Dec 3. Ord Dec 20.
 AYLMER, Captain JOHN EVANS FREEKE, Cannon st, Engineer. High Court. Pet June 25. Ord Nov 17.
 BACON, WALTER HENRY, Bath pl, Kensington, Fine Art Publisher. High Court. Pet Dec 6. Ord Dec 20.
 BAKER, JOHN, sen, Bratton Fleming, Devon, Farmer. Barnstaple. Pet July 15. Ord Dec 20.
 BULLEN, RICHARD, Stamford st, Licensed Victualler. High Court. Pet Dec 17. Ord Dec 17.
 CAPPER, CAWTHORNE JASPER, Newcastle on Tyne, Timber Merchant. Newcastle on Tyne. Pet Dec 6. Ord Dec 20.
 CARRERBY, JOHN, Wigan, Egg Dealer. Wigan. Pet Dec 30. Ord Dec 21.
 CASE, JAMES, Tunbridge Wells, Farmer. Tunbridge Wells. Pet Dec 1. Ord Dec 19.
 CHADWICK, EDWIN MENTOR, New Humberstone, Leicester, Carter. Leicester. Pet Nov 19. Ord Dec 13.
 CLARK, BENJAMIN, Leeds, Ironfounder. Leeds. Pet Dec 20. Ord Dec 30.
 COLTMAN, ALBERT, Aylestone, Leicestershire, Mechanic. Leicester. Pet Dec 19. Ord Dec 19.
 DEACON, HENRY PELHAM, Willenden lane, Surgeon. High Court. Pet Dec 15. Ord Dec 19.
 DEAN, ROBERT, Manchester, Grocer. Manchester. Pet Dec 9. Ord Dec 21.
 DENMAN, FRANCIS PHILIP, Burdett road, Limehouse, Physician. High Court. Pet Dec 13. Ord Dec 20.
 DUCKETT, THOMAS, Ramsgate, Builder. Canterbury. Pet Aug 27. Ord Dec 5.
 DUNKLEY, EDWARD JAMES, Uilesthorpe, Leicestershire, Licensed Victualler. Leicester. Pet Nov 30. Ord Dec 17.
 FEITH, THOMAS JEVES, Broughton Astley, Leicestershire, Publican. Leicester. Pet Nov 19. Ord Dec 17.
 FROMM, LEOPOLD, Paternoster row, Agent. High Court. Pet Dec 1. Ord Dec 20.
 GARDNER, SAMUEL, Landport, Hampshire, Tailor. Portsmouth. Pet Dec 19. Ord Dec 21.
 GARRARD, JAMES, Deptford, Boot Dealer. Greenwich. Pet Dec 19. Ord Dec 19.
 GORDON, SAMUEL DAVID, Liverpool, Furniture Dealer. Liverpool. Pet Dec 12. Ord Dec 21.
 GREY, THOMAS, Penarth, Builder. Cardiff. Pet Dec 12. Ord Dec 21.
 GRIFFITHS, WILLIAM RICHARD, Govilon, nr Abergavenny, Mon, Grocer. Trele-gar. Pet Dec 20. Ord Dec 20.
 GULLY, EDWARD STEPHENS, Exeter, Cabinet Maker. Exeter. Pet Nov 30. Ord Dec 20.
 HINDE, ANNIE, Bolton, Ladies' Outfitter. Bolton. Pet Dec 21. Ord Dec 21.
 HINDE, THOMAS MATTHEW, Bolton, Joiner. Bolton. Pet Dec 21. Ord Dec 21.
 HIRST, BENJAMIN, Bradford, Rag Merchant. Bradford. Pet Dec 17. Ord Dec 17.
 HOLLOWAY, MARK, Temple Cowley, Oxford, Farmer. Oxford. Pet Dec 10. Ord Dec 10.
 HORSEY, GEORGE WILLIAM, Springbourne, Bournemouth, Builder. Poole. Pet Dec 19. Ord Dec 19.
 HUGHES, WILLIAM HENRY, Worcester, Ironmonger. Worcester. Pet Dec 6. Ord Dec 20.
 JENKINS, JAMES, Newport, Mon, Licensed Victualler. Newport, Mon. Pet Dec 20. Ord Dec 20.
 LAMB, JOSEPH, Wyomeswald, Leicester, Wheelwright. Leicester. Pet Nov 29. Ord Dec 17.
 NORMAN, ALFRED HENRY TUFF, Palace rd, Crouch End, Cabinet Maker. High Court. Pet Dec 17. Ord Dec 20.
 PEACH, THOMAS, jun, Sheepshed, Leicester, Butcher. Leicester. Pet Nov 10. Ord Dec 1.
 POTTER, CHARLES GIBBS, Allerton rd, Stoke Newington, Clerk. High Court. Pet Dec 9. Ord Dec 19.
 PROCTOR, ARTHUR, Leeds, out of business. Leeds. Pet Dec 19. Ord Dec 19.
 REYNOLDS, JOHN, Narberth, Pembroke, Draper. Pembroke Dock. Pet Dec 10. Ord Dec 19.
 RUTHERFORD, ROBERT, Framwellgate Moor, nr Durham, Farmer. Durham. Pet Nov 12. Ord Dec 20.
 SCHULEY, J. OTTO, Hatton garden, Goldsmith. High Court. Pet Sept 14. Ord Dec 20.
 SNOWDON, WILLIAM, Roohdale, Cabinet Maker. Oldham. Pet Dec 3. Ord Dec 17.
 SPICKER, FRANK, Fleet, Hampshire, Farmer. Winchester. Pet Nov 23. Ord Dec 20.
 SPRINKS, EDWIN ARTHUR, Ramsgate, Licensed Victualler. Canterbury. Pet Nov 25. Ord Dec 19.
 STILES, HARRY, Liverpool, Barman. Liverpool. Pet Dec 20. Ord Dec 20.
 TOWLSON, THOMAS, Huddersfield, Furniture Dealer. Huddersfield. Pet Dec 21. Ord Dec 21.
 WALKER, THOMAS, Gt Missenden, Buckinghamshire, Wheelwright. Aylesbury. Pet Dec 12. Ord Dec 20.
 WILSON, JOHN WILLIAM, Leicester, Coal Merchant. Leicester. Pet Nov 19. Ord Dec 17.
 WOODS, FREDERICK GEORGE, Mirander rd, Holloway, Wine Merchant. High Court. Pet Dec 7. Ord Dec 19.
 WYATT, WILLIAM GILBERT, High st, South Norwood, Builder. Croydon. Pet Dec 7. Ord Dec 19.

RECEIVING ORDERS.

London Gazette.—TUESDAY, Dec 27.

ADDIS, ALBERT EDWARD, Hounslow, Builder. Brentford. Pet Dec 1. Ord Dec 10.
 ANDERSON, DAVID, Carlisle, Innkeeper. Carlisle. Pet Dec 22. Ord Dec 22.
 BAKEWELL, EDWARD JOHN, Spital st, Guildford, Bicycle Dealer. Guildford and G dalming. Pet Dec 22. Ord Dec 22.
 BALDEY, WILLIAM BUTTON, Ipswich, Baker. Ipswich. Pet Dec 22. Ord Dec 22.
 BEARDALL, GEORGE, Nottingham, Hay Dealer. Nottingham. Pet Dec 22. Ord Dec 22.
 EDWARDS, THOMAS EDWIN, Liverpool, Merchant. Liverpool. Pet Nov 3. Ord Dec 31.
 FRANCIS, THOMAS, Festiniog, Merionethshire, Butcher. Bangor. Pet Dec 22. Ord Dec 22.
 GAMBLE, HENRY, Scarborough, Innkeeper. Scarborough. Pet Dec 22. Ord Dec 22.
 GRAY, JOHN, Newdigate, Surrey, Farmer. Croydon. Pet Dec 2. Ord Dec 21.
 HARRISON, HENRY ROBERTS, Nottingham, General Warehouseman. Nottingham. Pet Dec 22. Ord Dec 22.
 HILL, ALBERT, New Quay, Cornwall, Baker. Truro. Pet Dec 22. Ord Dec 22.
 HUNTINGTON, EDWARD MASON, Blackpool, Beerhouse Keeper. Preston. Pet Dec 22. Ord Dec 22.
 HUNTLEY, SAMUEL, Gateley rd, Stockwell rd, Brixton, no employment. Canterbury. Pet Dec 24. Ord Dec 22.
 KEARSEY, EMILY, Kingston upon Hull, Draper. Kingston upon Hull. Pet Dec 22. Ord Dec 22.
 LINNELL, JOHN, Dersingham, Norfolk, no occupation. King's Lynn. Pet Dec 22. Ord Dec 22.

NEWTON, THOMAS, Bilbrough, Yoris, Common Brewer. Oldham. Pet Dec 12. Ord Dec 22
 PALMER, JAMES, Maryport, Cumberland, Fish Merchant. Cockermouth and Workington. Pet Dec 22. Ord Dec 22
 PINN, FRANCIS, Merton rd, Mitcham, out of business. Croydon. Pet Dec 21. Ord Dec 21
 SHILLITO, RICHARD, Leeds, Painter. Leeds. Pet Dec 22. Ord Dec 22
 SILVER, MEYERS, and BERNARD JACOBSON, Manchester, Merchants. Manchester. Pet Dec 19. Ord Dec 22
 SIMCOCK, ABRAHAM, Merthyr Tydfil, China Dealer. Merthyr Tydfil. Pet Dec 22. Ord Dec 22
 TUCK, WILLIAM THOMAS, Stroud, Baker. Gloucester. Pet Dec 22. Ord Dec 22
 WILKINSON, ROBERT, Longhirst, Northumberland, Lessee of Steam Threshing Machines. Newcastle on Tyne. Pet Dec 22. Ord Dec 22
 WILLIAMS, HENRY DENTON MONTAGUE, Hastings, Corn Merchant. Tunbridge Wells. Pet Dec 22. Ord Dec 22
 WILLIAMS, WILLIAM HUGH, Harlech, Merionethshire, Grocer. Bangor. Pet Dec 22. Ord Dec 22

RECEIVING ORDER RESCINDED.

JONES, THOMAS, Liverpool, Builder. Liverpool. Rec Ord April 21. Resc Dec 21

FIRST MEETINGS.

ANDERSON, DAVID, Caldewgate, Carlisle, Innkeeper. Jan 5 at 12. Off Rec, 34, Fisher st, Carlisle
 BOYT, FRANCIS, Whitton, nr Bournemouth, Brickmaker. Jan 5 at 1.45. Criterion Hotel, Bournemouth
 COCKRAM, HENRY, Burton on Trent, Builder. Jan 4 at 3. White Hart Hotel, Burton on Trent
 DANIELL, JOHN WILLIAM, Edgbaston, Birmingham, Auctioneer. Jan 6 at 11. 25, Colmore row, Birmingham
 HALL, JOSEPH, Dukinfield, Cheshire, Grocer. Jan 12 at 2.30. Townhall, Ashton under Lyne
 HARRIS, KENNETH, Bradford, Trimming Merchant. Jan 4 at 11. Off Rec, 31, Manor row, Bradford
 HORNBY, JOHN THOMAS, Salford, Baker. Jan 9 at 12. Off Rec, Ogden's chmbrs, Bridge st, Manchester
 JENKINS, JAMES, Newport, Mon, Licensed Victualler. Jan 3 at 11. Off Rec, 12, Tredegar pl, Newport, Mon
 JONES, JOHN, Omrore vale, Glamorganshire, Contractor. Jan 6 at 3. Off Rec, 3, Crockherbtown, Cardiff
 NEWTON, THOMAS, Bilbrough, Yorks, Common Brewer. Jan 5 at 3.30. Town hall, Rochdale
 SALISBURY, JAMES EDWARD, Sheffield, Stay Busk Manufacturer. Jan 9 at 3. Off Rec, Fletree lane, Sheffield
 WILKINSON, ROBERT, Longhirst, Northumberland, Lessee of Steam Threshing Machines. Jan 5 at 2.30. Off Rec, Pink lane, Newcastle on Tyne

ADJUDICATIONS.

ANDERSON, DAVID, Caldewgate, Carlisle, Innkeeper. Carlisle. Pet Dec 22. Ord Dec 22
 BAKEWELL, EDWARD JOHN, Spital st, Guildford, Bicycle Dealer. Guildford and Godalming. Pet Dec 22. Ord Dec 22
 BALDREY, WILLIAM BUTTON, Ipswich, Baker. Ipswich. Pet Dec 22. Ord Dec 22

BEARDALL, GEORGE, Nottingham, Hay Dealer. Nottingham. Pet Dec 22. Ord Dec 22
 BRESTON, WILLIAM, New Radford, Hairdresser. Nottingham. Pet Dec 19. Ord Dec 21
 CROSSLAND, RICHARD, Sutton in Ashfield, Notts, Provision Dealer. Nottingham. Pet Dec 17. Ord Dec 21
 DART, JOHN, Devonport, Builder. East Stonehouse. Pet Nov 29. Ord Dec 22
 DAVIES, RICHARD WILLIAM, Blairston, Tailor. Tredegar. Pet Dec 19. Ord Dec 22
 GLIDDON, JAMES JOHN, Stanthorpe rd, Streatham, Shorthand Writer. Wandsworth. Pet Dec 2. Ord Dec 22
 HILL, ALBERT, Newquay, Cornwall, Baker. Truro. Pet Dec 22. Ord Dec 22
 HUNTINGTON, EDWARD MASON, Blackpool, Beerhouse Keeper. Preston. Pet Dec 22. Ord Dec 22
 KEARSELEY, EMILY, Kingston upon Hull, Draper. Kingston upon Hull. Pet Dec 22. Ord Dec 22
 LEWIS, JOHN, RICHARD LEWIS, WILLIAM LEWIS, and HUGH LEWIS, Liverpool, Builders. Liverpool. Pet Nov 23. Ord Dec 22
 MANGHAM, AETHUR, West Melton, Yorks, Publican. Sheffield. Pet Dec 14. Ord Dec 22
 MARSHALL, JAMES, Westbromwich, Builder. Oldbury. Pet Nov 11. Ord Dec 19
 MASON, JOHN, Nottingham, Horse Dealer. Nottingham. Pet Dec 19. Ord Dec 21
 SHILLITO, RICHARD, Leeds, Painter. Leeds. Pet Dec 22. Ord Dec 22
 SIMCOCK, ABRAHAM, Merthyr Tydfil, China Dealer. Merthyr Tydfil. Pet Dec 22. Ord Dec 22
 THOMAS, JOHN RICHARD, Tredegar, Mon, Provision Merchant. Tredegar. Pet Dec 20. Ord Dec 22
 WEATHERHEAD, JAMES, Seaham Harbour, Durham, out of business. Newcastle on Tyne. Pet Dec 3. Ord Dec 22
 WEBB, HENRY, Egremont, Shoe Dealer. Whitehaven. Pet Dec 20. Ord Dec 22
 WILKINSON, ROBERT, Longhirst, Northumberland, Lessee of Steam Threshing Machines. Newcastle on Tyne. Pet Dec 22. Ord Dec 22
 WILLIAMSON, MARY, West Kirby, Cheshire, Boot Maker. Birkenhead. Pet Dec 9. Ord Dec 22

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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